

**SOUTH FLORIDA**  
**REGIONAL TRANSPORTATION**  
**AUTHORITY**

**GOVERNING BOARD**

**REGULAR MEETING AGENDA**

**MAY 25, 2007**

**9:30 a.m.**

South Florida Regional Transportation Authority  
Board Room

800 NW 33<sup>rd</sup> Street

Suite 100

Pompano Beach, FL 33064

SFRTA BOARD MEETINGS ARE SCHEDULED ON THE FOURTH FRIDAY OF EACH MONTH AT 9:30 A.M. FOR FURTHER INFORMATION CALL (954)942-RAIL (7245). TIME OF MEETINGS SUBJECT TO CHANGE.

**SFRTA Board Members**

Commissioner Bruno Barreiro, Chair

James A. Cummings

Mayor Josephus Eggelletion, Vice-Chair

Marie Horenburger

Neisen Kasdin

Commissioner Jeff Koons

John Martinez

George Morgan, Jr.

Bill T. Smith

**Executive Director**

Joseph Giulietti

**GOVERNING BOARD REGULAR MEETING**  
**OF MAY 25, 2007**

The meeting will convene at 9:30 a.m., and will be held in the Board Room of the South Florida Regional Transportation Authority, Administrative Offices, 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL** – Additions, Deletions, Revisions

**MATTERS BY THE PUBLIC** – Persons wishing to address the Board are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

<b>CONSENT AGENDA</b>
Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

C1. [MOTION TO APPROVE:](#) Minutes of Governing Board’s Regular Meeting of April 27, 2007.

<b>REGULAR AGENDA</b>
Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

R1. [MOTION TO APPROVE:](#) Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Broward County in the amount of \$4,366,950 for Operating Funds, \$2,670,000 for Additional Contribution and \$624,483 for reimbursement for feeder service expense. This Agreement commences July 1, 2007 and ends June 30, 2008 (Exhibit 1).

Department: Finance & Information Technology  
Project Manager: Elizabeth Walter

Department Director: Edward Woods  
Procurement Director: Chris Bross

- R2. MOTION TO APPROVE: Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2006-2007 Operating Budget, increasing Train Operations by \$440,000. The total Budget for FY 2006-2007 increases to \$50,225,460 (see Exhibit 1).

Department: Finance & Information Technology      Department Director: Edward Woods  
Project Manager: Elizabeth Walter                      Procurement Director: Chris Bross

- R3. A. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the South Florida Regional Planning Council (SFRPC) for professional services relating to transit-oriented development, land use and station planning support services.

B. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Treasure Coast Regional Planning Council (TCRPC) for professional services relating to transit-oriented development, land use and station planning support services.

Department: Planning & Capital Development      Department Director: Daniel R. Mazza P.E.  
Project Manager: William L. Cross, P.E.                      Procurement Director: Chris Bross

- R4. MOTION TO APPROVE: Joint Participation Agreement (JPA), FM #422517-1-94-01 Contract # AOR24 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT) for Transportation Regional Incentive Program (TRIP) funds, in the amount of \$182,000 for final design of pedestrian/ADA improvements at the 79<sup>th</sup> Street Tri-Rail/Metrorail Transfer Station.

Department: Planning & Capital Development      Department Director: Daniel R. Mazza, P.E.  
Project Manager: William L. Cross, P.E.                      Procurement Director: Chris Bross

- R5. MOTION TO APPROVE: South Florida Regional Transportation Authority (SFRTA) Governing Board Resolution No. 07-04 in support of Palm Beach County's Transit-Oriented Development (TOD) Concurrency Amendment to its Comprehensive Plan for TOD Projects and Planning at the Boca Raton Tri-Rail Station and other Tri-Rail Stations in Palm Beach County.

Department: Planning & Capital Development      Department Director: Daniel R. Mazza P.E.  
Project Manager: Loraine K. Cargill                      Procurement Director: Chris Bross

- R6. MOTION TO APPROVE: South Florida Regional Transportation Authority (SFRTA) Governing Board Resolution No. 07-05 in support of the City of Boca Raton efforts to establish a Multimodal Transportation District (MMTD).

Department: Planning & Capital Development      Department Director: Daniel R. Mazza P.E.  
Project Manager: Loraine K. Cargill                      Procurement Director: Chris Bross

- R7. A. [MOTION TO APPROVE](#): Terminating lease negotiations with Don King (DK) Arena.
- B. [MOTION TO DIRECT](#): Staff to request a dedication of the seven acres currently used for parking at the Mangonia Park Tri-Rail Station.

Department: Planning & Capital Development  
Project Manager: Loraine Kelly-Cargill

Department Director: Daniel R. Mazza P.E.  
Procurement Director: Chris Bross

<b>COMMITTEE REPORTS / MINUTES</b>
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Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.
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- A. PROPERTY COMMITTEE
- B. [CONSTRUCTION OVERSIGHT COMMITTEE](#)
- C. [PLANNING TECHNICAL ADVISORY COMMITTEE](#)
- D. [MARKETING COMMITTEE](#)
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. [LEGISLATIVE COMMITTEE](#)
- I. [ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES](#)

<b>INFORMATION / PRESENTATION ITEMS</b>
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Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.
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I-1- [INFORMATION](#) - Boca Raton Tri-Rail Station Phase II Joint Development Project

<b>MONTHLY REPORTS</b>
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Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.
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- A. [ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS](#) – April
- B. [RIDERSHIP GRAPHS](#) – April
- C. [ON-TIME PERFORMANCE GRAPHS](#) – April
- D. [MARKETING MONTHLY SUMMARY](#) – April
- E. [BUDGETED INCOME STATEMENT](#) – April
- F. [PAYMENTS OVER \\$2,500.00](#) – April
- G. [REVENUE AND FARE EVASION REPORTS](#) – April
- H. [SOLICITATION SCHEDULE](#) – April



- I. [CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY](#)  
- April
- J. [CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE](#) – April
- K. [PROPERTY COMMITTEE – PROJECT SCHEDULE](#) - Current

#### OTHER BUSINESS

- 1. State Legislative Update
- 2. Federal Legislative Update

#### EXECUTIVE DIRECTOR REPORTS/COMMENTS

#### LEGAL COUNSEL COMMENTS

#### CHAIR COMMENTS

#### BOARD MEMBER COMMENTS

#### ADJOURNMENT

In accordance with the Americans with Disabilities Act and Section 286.26, [Florida Statutes](#), persons with disabilities needing special accommodation to participate in this proceeding, must at least 48 hours prior to the meeting, provide a written request directed to the Executive Office at 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida, or telephone (954) 942-RAIL (7245) for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the Governing Board of the South Florida Regional Transportation Authority with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons wishing to address the Board are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

**MINUTES**  
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD REGULAR MEETING**  
**OF APRIL 27, 2007**

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The regular Meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, April 27, 2007 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

**BOARD MEMBERS PRESENT:**

Bruno Barreiro, Chair - Miami-Dade County Commissioner  
 James A. Cummings, Citizen Representative, Broward County  
 Marie Horenburger, Citizen Representative, Palm Beach County – arrived at 9:42 a.m.  
 Neisen Kasdin, Citizens Representative, Miami-Dade County – arrived at 9:40 a.m.  
 Jeff Koons, Palm Beach County Commissioner  
 John Martinez, District Secretary, Florida Department of Transportation  
 Bill T. Smith, Governor’s Appointee

**BOARD MEMBERS ABSENT:**

Mayor Josephus Eggelletion, Jr., Vice Chair - Broward County Commissioner  
 George Morgan, Governor’s Appointee

**ALSO PRESENT:**

Joseph Giulietti, Executive Director, SFRTA  
 Jack Stephens, Deputy Executive Director, SFRTA  
 Bonnie Arnold, Director of Marketing, SFRTA  
 Brad Barkman, Director of Operations, SFRTA  
 Chris Bross, Director of Procurement, SFRTA  
 Diane Hernandez Del Calvo, Director of Administration, SFRTA  
 Mary Jane Lear, Director of Human Resources, SFRTA  
 Renee Matthews, Special Projects Manager, SFRTA  
 Dan Mazza, Director of Engineering and Construction, SFRTA  
 Teresa Moore, General Counsel, SFRTA  
 Jeffrey Olson, Staff Counsel, SFRTA  
 Edward Woods, Director of Finance & IT, SFRTA  
 Sandra Thompson, Executive Administrative Coordinator, SFRTA

**CALL TO ORDER**

The Chair called the meeting to order at 9:30 a.m.

**ROLL CALL**

The Chair requested a roll call.

## **PLEDGE OF ALLEGIANCE**

### **AGENDA APPROVAL** – Additions, Deletions, Revisions

#### **ADDITIONS:**

Mr. Joseph Giulietti stated that Agenda Item R9 - MOTION TO APPROVE: The South Florida Regional Transportation Authority (SFRTA) Mandatory Rotation Policy as it relates to External Auditors with Exhibit 1 was added to the Agenda.

#### **REVISIONS:**

Mr. Giulietti stated that Exhibit 1 to Agenda Item D2 - Clarification and/or Amendment of Unsolicited Proposal Policy, has been added with tracking changes for clarification purposes.

**Board Member Bill Smith moved to approve the Agenda as amended. The motion was seconded by Commissioner Jeff Koons.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

## **MATTERS BY THE PUBLIC**

Mr. Dan Glickman of Deerfield Beach, Florida addressed the Board. Mr. Glickman stated that he categorizes his tracking of the agenda items as: Tri-Rail, Tri-Rail Related, and Internal. He stated that he is monitoring the progress in regards to regional planning.

## **PUBLIC HEARING I**

FY 2006-2007 grant applications to the Federal Transit Administration.

The Chair opened the Public Hearing at 9:35 a.m.

The Chair announced that SFRTA is holding this public hearing to afford an opportunity for citizens, officials, private transportation providers, and other interest groups to present their views and comments regarding SFRTA's intent to implement a schedule change to add service and adjust headways. SFRTA welcomes all comments. Should anyone wish to comment on the proposed schedule changes, please see the recording secretary to complete an "Appearance Card."

Mr. Giulietti stated that pursuant to federal regulations, SFRTA must have a process which gives interested persons the opportunity to comment on SFRTA's intent to file federal grant applications to secure funds for SFRTA's Fiscal Year 2007 program of projects. The SFRTA 2007 Federal Grants will include funding for preventative maintenance costs associates with the operating budget in the amount of \$7.188 million; Funding for continued overhaul of SFRTA's rolling stock in the amount of \$4.4 million; Funding for the planning and development and project administration in the amount of \$3.3 million. These funds are necessary for planning

functions associated with managing federal grants and projects; Funding for the purchase of a ticket vending machines in the amount of \$2 million; Funding for station rehabilitation and ADA improvements in the amount of \$1.17 million; Funding for leasehold improvements in the amount of \$750,000; Funding for Hialeah yard improvements in the amount of \$ 650,000; Funds to acquire computer and office equipment for SFRTA's administrative offices in the amount of \$300,000; Funding for general engineering consultant's in the amount of \$200,000.

The Chair called for comments.

No comments were offered.

The Chair closed the Public Hearing at 9:37 a.m.

MOTION TO APPROVE: Resolution No. 07-01, permitting staff to submit Fiscal Year 2006-07 Grant Applications to the Federal Transit Administration (FTA) in order to secure \$19,958,000 in Capital and Planning funds to support the South Florida Regional Transportation Authority (SFRTA) Program of Projects.

**Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Bill Smith.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

### **DISCUSSION ITEMS**

D-1. Discussion on Transition of the South Florida Rail Corridor – Request made by Mr. Jim Wolfe, FDOT District Secretary.

Mr. Jim Wolfe, FDOT District Secretary addressed the Board. He stated that after the March 23, 2007 SFRTA Board meeting, the perception to the public needed to be clarified. He added that the SFRTA and FDOT are close partners that have common goals and work together. Mr. Wolfe stated that he has personally met, individually, with five Board Members and these meetings were constructive. The discussions centered on two issues; CSXT/FDOT Phase B Negotiations and the FDOT subsidy for SFRTA maintenance and operations costs. On the Phase B Negotiations issue, Mr. Wolfe stated that the major concern expressed by the SFRTA Board is that FDOT is dominating the negotiations with CSXT to the exclusion of Joe Giulietti and representation from the SFRTA. He explained that this is not the impression that FDOT wanted to have. FDOT has always considered that the negotiations would be fruitless unless they had the support of the SFRTA. The technical issues that were referenced at the last meeting are the 1.5 additional trains per hour, the union costs and cost-per-mile. All of these issues during the negotiations with CSXT, FDOT and representation for SFRTA by Joe Giulietti, are on exactly the same page with the same position and leading to a negotiated agreement. This agreement will not be made until there is complete concurrence between SFRTA and FDOT. If there was a concern that FDOT was acting independently in these negotiations, he stated that he hoped that this is completely resolved.

Mr. Giuliatti concurred with Mr. Wolfe and stated that he and the SFRTA attorney's have been meeting with FDOT in the negotiations with CSXT. He stated that the State and SFRTA are on the same page and the negotiations are proceeding.

Mr. Wolfe continued on the second issue: FDOT subsidy for SFRTA maintenance and operations costs. He stated that FDOT has been talking about a policy of getting out of the subsidy business. He added that currently, in round numbers, the three counties contribute about \$12.5M a year in operating costs and the State contributes about \$19M. The State's contribution is a little bit higher than 50/50. The rationale for this goes back a long way to the origin of Tri-Rail as an alternative to I-95 during Broward County reconstruction and then later the Palm Beach County reconstruction. He stated that this has been an excellent deal for South Florida with the State contributing this annual amount for operating subsidy. As a department policy, it becomes an issue when there is more commuter/light rail around the State. Mr. Wolfe referred to the Central Florida rail deal with CSXT. The agreement partially states that the State will cover the operating costs for seven years, and then operations will be entirely covered by the local government. This is more in line with the policy that FDOT is going forward with. As FDOT looks at more systems going in around the State, FDOT is in the start up mode and capital mode but not the long term operating mode. Increasingly, the traditional support for Tri-Rail and SFRTA is certainly not going to be in line with that statewide policy and this policy would come under attack if allowed to continue unchanged. FDOT recognizes that the current funding structure of the SFRTA operations and current level of service only work with the current operating subsidy. SFRTA does not have a method of relieving the State without substantially cutting back service and this is not something, with FDOT as an active partner is going to promote. He informed that there is no desire, on the part of FDOT, to reduce this subsidy at the expense of reducing service or impacting SFRTA operations. However, there are discussions that SFRTA is pursuing a dedicated revenue source and as part of that, there is discussion of relieving the counties of their obligation for operating subsidy, but there has not been discussion of relieving the State of the operating subsidy. FDOT certainly expects that and the terms that senior management has been using are "phased reduction/elimination" of the operating subsidy. Phased means, we are not suddenly going to pull the rug out on the operating subsidies so that SFRTA can't handle it. It is going to be a negotiated issue. When SFRTA gets a dedicated revenue source, then FDOT and SFRTA will negotiate in support for the statewide subsidy policy.

Mr. Giuliatti clarified that the objective to transfer funding put a responsibility on the SFRTA to seek a dedicated funding source. The SFRTA has always had a good working relationship with FDOT Districts 4 and 6. He added that at last year's legislative session, FDOT's central office had approached him to discuss transferring all operations costs to SFRTA.

Board Member Bill Smith inquired about the Cypress Creek Park-N-Ride issue.

Mr. Wolfe addressed the Cypress Creek Park-N-Ride Lot. The lot is owned by FDOT and Cypress Creek Partners are the tenants of the property. Cypress Creek Partners have a proposal before SFRTA for development of the lot with an obligation of 268 spaces. FDOT has an agreement with SFRTA for 268 parking spaces. FDOT can release the obligation out of the lease if the obligation is offset with a guarantee in perpetuity somewhere else. The question in

this deal is if it is good for SFRTA. FDOT has no position for development, only that SFRTA is expected to make a good deal and a sound business decision. Currently the deal is stymied. It is suggested that the Board delegate this issue to staff to sit in negotiations to make a decision of no or yes and move on.

Board Member Cummings offered his expertise to sit on the Property Committee to address the Cypress Creek Park-N-Ride Lot.

**Board Member Marie Horenburger moved to appoint Board Member Jim Cummings to the SFRTA Property Committee. The motion was seconded by Board Member Neisen Kasdin.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

The Chair noted that the Cypress Creek property issue is due to expire April 24, 2007 and opted to extend the time for 90 days.

**Board Member Jim Cummings moved to return the Cypress Creek issue to the Property Committee for 90 days and give authority to the Property Committee Chair to approve an appraisal, if needed. The motion was seconded by Board Member Neisen Kasdin.**

**The Chair called for further discussion and/or opposition to the motion.**

**Board Member Marie Horenburger voted against.**

**Upon hearing that, the Chair declared the motion carried.**

Mr. Jim Blosser of Cypress Creek Partners, Ft. Lauderdale, Florida, requested to address the Board. He thanked the Board for their consideration of the Cypress Creek Park-N-Ride Lot.

Agenda Item R2, taken out of sequence.

R2. MOTION TO APPROVE: Letter of Support for 95 Express Pilot Project.

Mr. Michael Ciscar, from The Corradino Group gave a presentation on the 95 Express Managed Lanes Pilot Project.

Board Member Cummings commented that he is in support of the Project, and that the SFRTA should draft a letter to state support for the project and to clarify that a percentage of proceeds are to return to the SFRTA.

**Board Member John Martinez moved for approval with the amendment that a percentage of the proceeds are to be returned to the SFRTA. The motion was seconded by Board Member Jim Cummings.**

Mr. Dan Glickman of Deerfield Beach, Florida addressed the Board. Mr. Glickman stated that the various Metropolitan Planning Organizations (MPO); Citizen Advisory Committees (CAC); Planning Technical Committee (PTAC); have had no vote, nor support in regards to this issue. Mr. Glickman listed off FDOT projects that have not received public buy-in and requested the SFRTA Board to not support this project at this time.

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

#### D-2. Clarification and/or Amendment of Unsolicited Proposal Policy

Ms. Teresa Moore, SFRTA General Counsel clarified that this request is to make the Unsolicited Proposal Policy language consistent with the SFRTA Bylaws.

**Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

Board Member Smith inquired of the time frame to advertise to the public once an unsolicited proposal is submitted.

Mr. Chris Bross, SFRTA Director of Procurement addressed the Board. He stated that the Policy states that there is a 30 day time period after the advertising and time for the staff to analyze the merits of the unsolicited item. There is a 60 day time frame to do a full analysis of the item meeting the criteria.

Commissioner Koons requested to invite the City of Boca Raton to the next SFRTA Board Meeting to make a presentation regarding Boca Raton transit plan initiatives.

**Board Member Bill Smith moved to delegate the OPUS Unsolicited Proposal to the Property Committee, and return to the Board within 6 months, for approval. The motion was seconded by Commissioner Jeff Koons.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

<b>CONSENT AGENDA</b>
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Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.
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**C1. MOTION TO APPROVE:** Minutes of Governing Board Regular Meeting of March 23, 2007.

**Board Member Jim Cummings moved for approval of the Consent Agenda. The motion was seconded by Commissioner Jeff Koons.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

<b>REGULAR AGENDA</b>
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Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.
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**R1. MOTION TO APPROVE:** Supplemental Joint Participation Agreement (JPA) No.2, between the South Florida Regional Transportation Authority and the Florida Department of Transportation (FDOT), for funding of Maintenance and Inspection associated with the New River Bridge for the remainder of the current fiscal year, increasing the amount of the existing JPA by \$440,000.00, for a revised total JPA amount of \$1,826,000.00.

**Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**



R2. Taken out of sequence.

R3. MOTION TO APPROVE: A Resolution authorizing the SFRTA Chair to execute the Transportation Regional Incentive Program (TRIP) Agreement, FM #421871-1-94-01 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT) for TRIP funds, in the amount of \$250,000 to develop a station area Transit-Oriented Development (TOD) Plan for 18 Tri-Rail stations.

**Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Bill Smith.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

R4. MOTION TO APPROVE: A Resolution authorizing the SFRTA Chair to execute the Transportation Regional Incentive Program (TRIP) Agreement, FM #421871-1-94-01 and #421871-2-94-01 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT) for TRIP funds, in the amount of \$6,000,000 to purchase Tri-Rail Rolling Stock.

**Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Bill Smith.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

R5. MOTION TO APPROVE: First Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2006-07 Capital Budget. This Amendment increases the Capital Budget by \$14,147,278 bringing the total FY 2006-07 Capital Budget to \$123,268,778.

**Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

R6. MOTION TO APPROVE: The South Florida Regional Transportation Authority (SFRTA) FY 2007-2008 Operating Budget in the amount of \$58,558,170.

**Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member John Martinez.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

R7. MOTION TO APPROVE: The South Florida Regional Transportation Authority (SFRTA) FY 2007-08 Capital Budget in the amount of \$21,829,000.

**Board Member Bill Smith moved for approval. The motion was seconded by Board Member Marie Horenburger.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

R8. MOTION TO APPROVE: Amendment No. 1 to Agreement No. 06-515 between the South Florida Regional Transportation Authority (SFRTA) and Thompson Coburn, LLP, to increase the year one not-to-exceed amount by \$80,000.00, to a total not-to-exceed amount of \$110,000 for year one, for additional Federal Legal Consultant Services.

**Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

R9. MOTION TO APPROVE: The South Florida Regional Transportation Authority (SFRTA) Mandatory Rotation Policy as it relates to External Auditors.

**Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

Board Member John Martinez exited the meeting at 11:15 a.m.

Commissioner Jeff Koons exited the meeting at 11:15 a.m.

## **COMMITTEE REPORTS / MINUTES**

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. PROPERTY COMMITTEE
- B. CONSTRUCTION OVERSIGHT COMMITTEE
- C. PLANNING TECHNICAL ADVISORY COMMITTEE
- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

## **INFORMATION / PRESENTATION ITEMS**

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

I-1- INFORMATION - Cypress Creek Partners Parking Proposal

Addressed at D-1 discussion.

I-2- PRESENTATION - South Florida Regional Transportation Authority Strategic Regional Transit Plan

## **MONTHLY REPORTS**

Action not required, provided for information purposes only. If discussion is desired by any

Board Member, however, that item may be considered separately.
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- A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – March
- B. RIDERSHIP GRAPHS – March
- C. ON-TIME PERFORMANCE GRAPHS – March
- D. MARKETING MONTHLY SUMMARY – March
- E. BUDGETED INCOME STATEMENT – March
- F. PAYMENTS OVER \$2,500.00 – March
- G. REVENUE AND FARE EVASION REPORTS - March
- H. SOLICITATION SCHEDULE – March
- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - March
- J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – March
- K. PROPERTY COMMITTEE – PROJECT SCHEDULE - March

### **OTHER BUSINESS**

### **EXECUTIVE DIRECTOR REPORTS/COMMENTS**

Mr. Giulietti announced that the week of April 16 – 22, 2007 was declared “Train Safety Awareness Week” by Governor Charlie Crist. The SFRTA and over 200 officers from 26 local enforcement agencies participated in the safety blitz.

Mr. Giulietti announced that Tim Dodson of the Sun-Sentinel is retiring. Mr. Dodson has been a strong supporter of the SFRTA.

Board Member Horenburger extended an invitation to Mr. Dodson to present him with a resolution.

Mr. Giulietti stated his agreement to present the resolution at the next Board Meeting.

Mr. Giulietti stated that Dave Ericks with Ericks Consulting is calling consistently with legislative updates in regards to the dedicated funding. Mr. Giulietti stated he plans to visit Tallahassee next week.

Mr. Giulietti stated that ridership in April is showing an increase of 6.7%. He informed that tie replacement work has caused a decrease in ridership due to poor service, yet March showed an increase of daily ridership up 24.8% and weekend ridership of 35.2%. The start of the additional 50 train service has been delayed until the tie project is completed.

#### **LEGAL COUNSEL COMMENTS**

#### **CHAIR COMMENTS**

The Chair announced that he plans to visit Tallahassee on Wednesday.

#### **BOARD MEMBER COMMENTS**

Board Member Marie Horenburger advised Members of the Board to visit Tallahassee to pursue funding. She requested a “Seat Drop” to inform the passengers of the need for dedicated funding.

#### **ADJOURNMENT**

There being no further business, the meeting adjourned at 11:19 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: MAY 25, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular

INTERLOCAL AGREEMENT BETWEEN  
BROWARD COUNTY AND  
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

REQUESTED ACTION:

MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Broward County in the amount of \$4,366,950 for Operating Funds, \$2,670,000 for Additional Contribution and \$624,483 for reimbursement for feeder service expense. This Agreement commences July 1, 2007 and ends June 30, 2008 (Exhibit 1).

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Legislature adopted Florida Statute 343.54(2), creating the SFRTA as successor and assignee of Tri-Rail. Included in the legislation was a provision that each county served by the SFRTA shall continue to annually fund the SFRTA operation in an amount not less than \$1,565,000.

For FY 2007-2008, the SFRTA funding requirement for net operating costs is \$4,366,950 per county. The Interlocal Agreement also provides a mechanism for Broward County to reimburse the SFRTA for feeder bus service that was transferred to the SFRTA on May 1, 2004, in the amount of \$624,483 for FY 2007-2008.

The Interlocal Agreement also includes a provision for payment of an Additional Contribution of \$2,670,000 required of each of the three counties per Florida Statute 343.58(1).

The Interlocal Agreement will be presented to the Broward County Commission at their June 12, 2007 Regular Meeting.

Department: Finance & Information Technology  
Project Manager: Elizabeth Walter

Department Director: Edward Woods  
Procurement Director: Chris Bross

FISCAL IMPACT: Provides \$4,366,950 of Operating Funds, \$624,483 for Feeder Service reimbursement from Broward County and \$2,670,000 for Additional Contribution for FY 2007-2008.

EXHIBITS ATTACHED: Exhibit 1 – Interlocal Agreement with Broward County

INTERLOCAL AGREEMENT BETWEEN  
BROWARD COUNTY AND  
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Recommended by:

C. Woods 05-17-07  
Department Director Date

Approved by:

Oliver 5/17/07  
Procurement Director Date

Authorized by:

J. G. Smith 05-17-07  
Executive Director Date

Approved as to Form by:

\_\_\_\_\_  
General Counsel Date

Board Action:

Approved: \_\_\_\_ Yes \_\_\_\_ No

Vote: \_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_ Yes \_\_\_\_ No

James A. Cummings \_\_\_\_ Yes \_\_\_\_ No

Marie Horenburger \_\_\_\_ Yes \_\_\_\_ No

Neisen Kasdin \_\_\_\_ Yes \_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_ Yes \_\_\_\_ No

John Martinez \_\_\_\_ Yes \_\_\_\_ No

George A. Morgan, Jr. \_\_\_\_ Yes \_\_\_\_ No

Mayor Josephus Eggelletion \_\_\_\_ Yes \_\_\_\_ No

Bill T. Smith \_\_\_\_ Yes \_\_\_\_ No

Tracking No. \_\_\_\_\_  
Page two

AGENDA ITEM NO.

INTERLOCAL AGREEMENT BETWEEN  
BROWARD COUNTY AND  
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Recommended by: \_\_\_\_\_  
Department Director      Date

Approved by: \_\_\_\_\_  
Procurement Director      Date

Authorized by: \_\_\_\_\_  
Executive Director      Date

Approved as to Form by:  5/16/07  
General Counsel      Date

Board Action:

Approved:      Yes      No

Vote:      Unanimous

Amended Motion:

Commissioner Bruno Barreiro      Yes      No

James A. Cummings      Yes      No

Marie Horenburger      Yes      No

Neisen Kasdin      Yes      No

Commissioner Jeff Koons      Yes      No

John Martinez      Yes      No

George A. Morgan, Jr.      Yes      No

Mayor Josephus Eggelation      Yes      No

Bill T. Smith      Yes      No



**INTERLOCAL AGREEMENT  
BETWEEN BROWARD COUNTY  
AND  
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
RELATING TO THE OPERATING  
FUNDING OF THE SOUTH FLORIDA REGIONAL TRANSPORTATION PROJECT**

**THIS AGREEMENT** ("Agreement") is made and entered into as of \_\_\_\_\_, 2007 by and between Broward County, a political subdivision of the State of Florida ("Broward County") and the South Florida Regional Transportation Authority, a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 343 ("SFRTA").

**WITNESSETH:**

**WHEREAS**, SFRTA was established by the Legislature to own, operate, maintain, and manage a commuter transit system, including but not limited to commuter rail and feeder bus service, which is currently located in the tri-county area of Broward, Miami-Dade, and Palm Beach County (referred to herein collectively as the "Counties"); and

**WHEREAS**, the purpose of this Agreement is to set forth the parties cooperative participation in the financing of the Project; and

**WHEREAS**, Chapter 343, F.S., provides that each county served by the SFRTA shall annually fund the operations of SFRTA in an amount not less than \$1.565 million; and

**WHEREAS**, the parties now desire to enter into this Agreement to further define the financing responsibility of the parties for the next fiscal year (FY 2007-2008).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein.
2. **PURPOSE.** The purpose of this Agreement is to: (i) establish a one (1) year Operational Plan ("Plan"), as shown on Exhibit "A", which is subject to annual appropriations; and (ii) establish annual maximum funding limits for FY 2007-2008.
3. **FUNDING BY FDOT.** The Florida Department of Transportation ("FDOT") has agreed, pursuant to the Joint Participation Agreement between FDOT and SFRTA (the "JPA"), to fund fifty percent (50%) of SFRTA's Net Operating Costs. The term "Net Operating Costs" shall have the same meaning as set forth in Florida Statutes Section 341.303(4)(e), (generally defined as all operating costs of the Project, less any federal funds, fares, or other sources of income to the Project).

4. FUNDING BY BROWARD COUNTY.

a. Net Operating Costs

Broward County agrees that it shall contribute the annual amount of \$4,366,950 as set forth in Exhibit "A" attached hereto for FY 2007/2008. If additional funding is required, an amendment to this Agreement may be entered into for funding related to additional SFRTA services pending negotiations and approval by both parties.

b. Feeder Service

"Feeder Service" is defined as any equipment used to transport SFRTA passengers to or from any of SFRTA's Broward County Tri-Rail train stations. Feeder Service will be provided to meet SFRTA's trains and to provide connecting services with other county transit services at each of SFRTA's stations located in Broward County.

SFRTA shall be responsible for the operation of the Feeder Service and Broward County shall reimburse SFRTA for such costs ("Annual Feeder Service Costs"). It is understood and agreed that it is the intent of FDOT, pursuant to the JPA, to annually contribute certain funds, representing a percentage of the Annual Feeder Service Costs, to partially reimburse SFRTA for the operation of the Feeder Service. It is understood and agreed that Broward County shall contribute funds not to exceed \$624,483 to reimburse SFRTA for the balance of the actual Feeder Service costs not paid by FDOT as shown in Exhibit "B". The amounts shown in Exhibit "B" are the estimated amounts of the Annual Feeder Service Costs for FY 2007/2008 and the estimated costs to be paid by FDOT and Broward County.

SFRTA and Broward County will honor their respective ticket media for transfers between systems except on those routes agreed upon by both parties such as express routes or special service.

SFRTA will honor transit riders' transfers in Broward County by allowing the purchase of a SFRTA ticket less the face amount paid to Broward County Transit for its fare and transfer. SFRTA will honor the monthly and/or weekly passes of the other counties' transit systems for the transfer to SFRTA without the need to purchase a transfer and each passenger will receive the same fare reduction as a transfer rider.

c. Additional Contributions

The parties do hereby acknowledge that in addition to the Net Operating contribution Broward County will dedicate to the SFRTA the sum of \$2.67 Million in accordance with the requirements of Section 343.58(1), Florida Statutes (2003), payable on October 1, 2007.

5. ANNUAL APPROPRIATIONS. In order to be eligible for appropriation, SFRTA shall submit an annual budget to each of the Counties and FDOT for review and approval by May of each year. Actual annual appropriations shall be subject to the Broward Board of County Commissioners' approval. Payment will be in accordance with the budget ordinance for each fiscal year.
6. INVOICES.
  - a. Net Operating Costs

SFRTA shall present an invoice to Broward County on a form prescribed and approved by Broward County for the entire amount of the Net Operating Costs portion per Exhibit "A" of this Agreement payable on October 1, 2007.
  - b. Feeder Service

SFRTA shall submit an itemized invoice to Broward County, which invoice shall represent the costs of operating and maintaining the Feeder Service for the previous quarter. Such invoice shall be due and payable within thirty (30) calendar days from receipt thereof by Broward County. All expenses submitted by SFRTA to Broward County for reimbursement must fully comply with all applicable requirements imposed by the Federal Transit Administration ("FTA") and the State of Florida, including, without limitation, all grant or funding agreements, federal or state laws, and regulations regarding funding for each itemized expense, which are applicable to Broward County.
  - c. Additional Contribution

SFRTA shall present an invoice to Broward on a form prescribed and approved by Broward County and will pay \$2,670,000 to SFRTA on October 1, 2007 as set forth per Section 343.58 (1), Florida Statutes.
7. RECORDS. Both parties agree to provide reports and management information as requested in a timely manner.
8. TERM. This Agreement shall commence on July 1, 2007 and shall continue for a period of one (1) year (i.e. June 30, 2008). This agreement supercedes and replaces the Interlocal Agreement between Broward County and The South Florida Regional Transportation Authority dated June 20, 2006.
9. TERMINATION FOR DEFAULT. Either party's failure to perform timely as required by the Agreement, or otherwise to comply with the terms, conditions and specifications herein shall constitute a default, and the Agreement may be terminated at the discretion of the other party. The parties agree that termination of this Agreement by either party shall not waive any right or rights which one party may have against the other party for the breach of any term(s) of this Agreement.

In the event any party to this Agreement either fails to appropriate or budget sufficient funds, or is unable to appropriate or budget sufficient funds, to meet all of its obligations under this Agreement, then this Agreement may terminate upon ninety (90) days notice pursuant to paragraph 17, "Mailing Addresses," contained herein.

10. FINANCIAL AUDITING. Both parties shall maintain such records, accounts, and financial records as are deemed reasonably necessary by both SFRTA and Broward County to assure a proper accounting record. At reasonable intervals during regular business hours, parties to this Agreement and their duly authorized representatives and federal and state personnel shall have the right to audit, examine, and make excerpts in transcripts from both parties' records with respect to matters covered in this Agreement.

In the event funds paid to either party under this Agreement are subsequently disallowed by either party because of accounting errors or charges not in conformity with this Agreement, either party shall refund promptly such disallowed amounts to the other party as the case may warrant.

11. MAINTENANCE OF RECORDS. All source documents for National Transit Database ("NTD") filing shall be subject to audit and shall be maintained by both parties for five (5) years following final payment under this Agreement. Both parties shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings.
12. NO WAIVER. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
13. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute the same Agreement.
14. ENTIRE AGREEMENT. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous agreements and representations whether written or oral.
15. MODIFICATION AND AMENDMENTS. This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.
16. EXHIBITS. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.

17. MAILING ADDRESSES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the mailing addresses set forth below, unless such addresses shall have been changed by written notice. For the present, the parties designate the following as the respective places for giving of notice:

For SFRTA:

Joseph Giuliatti  
Executive Director  
South Florida Regional Transportation Authority  
800 NW 33 St., Suite 100  
Pompano Beach, Florida 33064

With a copy to:

Greenberg Traurig  
777 S. Flagler Drive, Suite 300E  
West Palm Beach, Florida 33401  
Attention: Teresa J. Moore

For Broward County:

Christopher Walton  
Director  
Broward County Transit Agency  
3201 W. Copans Road  
Pompano Beach, Florida 33069

With a copy to:

Jeffrey J. Newton, County Attorney  
115 S. Andrews Avenue Room 423  
Fort Lauderdale, FL 33301

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature.

**ATTEST:**

**SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Joseph Giuliatti  
Executive Director

By: \_\_\_\_\_  
Chair

\_\_\_\_\_ day of \_\_\_\_\_, 2007

(SFRTA SEAL)

Approved as to form and legal  
sufficiency by:

\_\_\_\_\_  
SFRTA General Counsel

**ATTEST:**

**BROWARD COUNTY, THROUGH ITS  
BOARD OF COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
Witness  
(CORPORATE SEAL)

\_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2007

Approved as to form and legal sufficiency

\_\_\_\_\_  
Broward County Attorney

**EXHIBIT A**  
**FUNDING FOR NET OPERATING COSTS**  
**Fiscal Year 2007-2008**

FY 2007-2008

Total SFRTA Net Operating Expense	\$58,558,170
Total Train Revenue	<u>8,030,853</u>
Net Operating Deficit	\$50,527,317

Funding Sources:

FHWA	\$4,000,000
FTA	13,428,248
FDOT	16,163,827
Broward County	4,366,950
Miami-Dade County	4,366,950
Palm Beach County	4,366,950
Feeder Service	3,734,392
Other (Miscellaneous)	<u>100,000</u>
Unfunded Deficit	-0-

**EXHIBIT B**  
**FUNDING FOR FEEDER SERVICE**  
**Fiscal Year 2007-2008**

FY 2007-2008

Expenditures

SFRTA's Broward County Service	<u>\$2,107,755</u>
Total Expenditures	\$2,107,755

Funding

Broward County	\$ 624,483
Florida Department of Transportation	<u>1,483,272</u>
Total Funding	\$2,107,755



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: MAY 25, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular

FISCAL YEAR 2006-2007  
OPERATING BUDGET AMENDMENT NO. 2

REQUESTED ACTION:

MOTION TO APPROVE: Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2006-2007 Operating Budget, increasing Train Operations by \$440,000. The total Budget for FY 2006-2007 increases to \$50,225,460 (see Exhibit 1).

SUMMARY EXPLANATION AND BACKGROUND:

This Budget Amendment is comprised of the following transaction:

Train Operations: SFRTA and the Florida Department of Transportation (FDOT) have entered into a Joint Participation Agreement (JPA) for the purpose of additional funding for the Transition, Dispatching, Train Control and Yard Services associated with the New River Bridge Carve Out for the remainder of the current fiscal year.

Department: Finance & Information Technology  
Woods

Project Manager: Elizabeth Walter

Department Director: Edward

Procurement Director: Chris Bross

FISCAL IMPACT: The total Operating Budget for FY 2006-07 will increase by \$440,000, which is fully funded by FDOT.

EXHIBITS ATTACHED: Exhibit 1 – Revised FY 2006-2007 Operating Budget.

FISCAL YEAR 2006-2007  
OPERATING BUDGET AMENDMENT NO. 2

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Recommended by: @ 7 Wads 05-17-07  
Department Director Date

Approved by: N/A  
Procurement Director Date

Authorized by: J. Gulicki 5/17/07  
Executive Director Date

Approved as to Form by: \_\_\_\_\_  
General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No  
James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No  
Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No  
Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No  
John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No  
George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No  
Mayor Josephus Eggelletion \_\_\_\_\_ Yes \_\_\_\_\_ No  
Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

FISCAL YEAR 2006-2007  
OPERATING BUDGET AMENDMENT NO. 2

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Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Procurement Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form by  5/16/07  
General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No

James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No

Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No

Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No

John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No

George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No

Mayor Josephus Eggelletion \_\_\_\_\_ Yes \_\_\_\_\_ No

Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

# SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

## FY 2006-2007 BUDGET AMENDMENT NO. 2

### REVENUE

	FY 2006-2007 APPROVED BUDGET	BUDGET AMENDMENT NO. 1	BUDGET AMENDMENT NO. 2	FY 2006-2007 AMENDED BUDGET
<b>TRAIN REVENUE</b>				
Train Service Revenue	\$6,699,974			\$6,699,974
Interest Income/Other Income	300,000			300,000
<b>TOTAL TRAIN REVENUE</b>	<b>\$6,999,974</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,999,974</b>
<b>OPERATING ASSISTANCE</b>				
FTA Grant	7,976,418			7,976,418
FHWA	4,000,000			4,000,000
FDOT JPA-Operating assistance	12,477,000			12,477,000
FDOT JPA-Contract Dispatch Service	-	1,386,000	440,000	1,826,000
FDOT JPA-Feeder Service	2,662,774			2,662,774
FDOT JPA-DMU Funding	1,100,000			1,100,000
County Contribution	12,477,000			12,477,000
Broward Feeder Service Funding	606,294			606,294
Other Local Funding	100,000			100,000
<b>TOTAL ASSISTANCE</b>	<b>\$41,399,486</b>	<b>\$1,386,000</b>	<b>\$440,000</b>	<b>\$43,225,486</b>
<b>TOTAL REVENUE</b>	<b>\$48,399,460</b>	<b>\$1,386,000</b>	<b>\$440,000</b>	<b>\$50,225,460</b>

### APPROPRIATIONS

	FY 2006-2007 APPROVED BUDGET	BUDGET AMENDMENT NO. 1	BUDGET AMENDMENT NO. 2	FY 2006-2007 AMENDED BUDGET
Train Operations	\$27,771,061	\$1,386,000	\$440,000	\$29,597,061
Personnel Expense	8,522,750			8,522,750
Train Fuel	4,603,828			4,603,828
Feeder Service	3,694,876			3,694,876
General & Administrative	2,014,425			2,014,425
Marketing	1,028,020			1,028,020
Professional Fees	1,104,500			1,104,500
Reserve	500,000			500,000
Transfer to Capital Program	(840,000)			(840,000)
<b>TOTAL APPROPRIATIONS</b>	<b>\$48,399,460</b>	<b>\$1,386,000</b>	<b>\$440,000</b>	<b>\$50,225,460</b>

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: MAY 25, 2007

AGENDA ITEM REPORT

☐ Consent    ☒ Regular

INTERLOCAL AGREEMENTS WITH THE SOUTH FLORIDA  
AND TREASURE COAST REGIONAL PLANNING COUNCILS

REQUESTED ACTION:

- A. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the South Florida Regional Planning Council (SFRPC) for professional services relating to transit-oriented development, land use and station planning support services.
- B. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Treasure Coast Regional Planning Council (TCRPC) for professional services relating to transit-oriented development, land use and station planning support services.

SUMMARY EXPLANATION AND BACKGROUND:

On April 25, 2005, SFRTA Board approved two (2) year Interlocal Agreements with the South Florida and Treasure Coast Regional Planning Councils (Councils). Our relationship with the Councils has proven to be beneficial to the SFRTA and staff supports the continuation of this relationship. The Interlocal Agreements have now expired, and new three (3) year contracts have been prepared.

Staff anticipates using \$250,000 of Transportation Regional Incentive Program (TRIP) funds, along with SFRTA's required match of \$250,000 to fund a three (3) year contract with TCRPC and SFRPC to provide transit-oriented development, land use, and station planning support services.

(Continued on Page 2)

Department: Planning & Capital Development  
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza P.E.  
Procurement Director: Chris Bross

FISCAL IMPACT: Funds for the Interlocal Agreements are included in SFRTA's Fiscal Year 2007-08 Capital Improvement Budget

EXHIBITS ATTACHED: Exhibit 1 - Interlocal Agreement with the South Florida Regional Planning Council (to be distributed under separate cover)

Exhibit 2 - Interlocal Agreement with the Treasure Coast Regional Planning Council (to be distributed under separate cover)

INTERLOCAL AGREEMENTS WITH THE SOUTH FLORIDA  
AND TREASURE COAST REGIONAL PLANNING COUNCILS

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SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Staff recommends approval of the Interlocal Agreements with the Councils for professional services relating to transportation and land use planning.

INTERLOCAL AGREEMENTS WITH THE SOUTH FLORIDA  
AND TREASURE COAST REGIONAL PLANNING COUNCILS

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Recommended by: Daniel Mazza 5/17/07 Approved by: CL-3 5/17/07  
Department Director Date Procurement Director Date

Authorized by: J. J. Wulfsberg 5/17/07 Approved as to Form by: \_\_\_\_\_  
Executive Director Date General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Commissioner Josephus Eggelletion	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	Bill T. Smith	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No		

INTERLOCAL AGREEMENTS WITH THE SOUTH FLORIDA  
AND TREASURE COAST REGIONAL PLANNING COUNCILS

Recommended by: \_\_\_\_\_ Approved by: \_\_\_\_\_  
Department Director Date Procurement Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form by: \_\_\_\_\_

 5/16/07  
General Counsel

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No

James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Josephus Eggleston \_\_\_\_\_ Yes \_\_\_\_\_ No

Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No

Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No

John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No

George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No

Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No



**INTERLOCAL AGREEMENT BETWEEN THE**  
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)**  
**and the**  
**SOUTH FLORIDA REGIONAL PLANNING COUNCIL (SFRPC)**  
**for**  
**PROFESSIONAL SERVICES RELATING TO TRANSPORTATION AND**  
**LAND USE PLANNING PROCESS IN SOUTHEAST FLORIDA**

THIS IS AN AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the SOUTH FLORIDA REGIONAL PLANNING COUNCIL, hereinafter referred to as "SFRPC" and THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body corporate and politic and an agency of the State of Florida, hereinafter referred to as "SFRTA."

W I T N E S S E T H:

WHEREAS, the SFRPC was created pursuant to Section 186.501, Florida Statutes (1982), as amended and known as the "Florida Regional Planning Council Act" (the "ACT"); and

WHEREAS, Section 186.505, Florida Statutes, provides that the SFRPC may enter into contracts to provide, at cost, such services related to its responsibilities as may be requested by local governments or organizations within the region and which the SFRPC finds feasible to perform; and

WHEREAS, the SFRTA desires to engage professional services related to transit oriented development, strategic regional transit, land use and economic planning; and

WHEREAS, the parties hereto have agreed upon a general Scope of Services for work that may be performed hereunder by the SFRPC, which is attached hereto and made a part hereof as Exhibit "A";

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

**ARTICLE I**  
**COMPENSATION**

1.1 The SFRTA agrees to engage the services of SFRPC for the dates and times hereinafter referred to, consistent with the terms, conditions and provisions of the Act and other applicable, professional and ethical requirements imposed upon the SFRPC by existing Florida Administrative Code Rules.

1.2 The SFRTA agrees to pay and to compensate the SFRPC consistent with the terms, conditions and provisions set forth herein and on Exhibit "B", attached hereto and made a specific part hereof.

1.3 The SFRTA shall reimburse the SFRPC for actual labor, cost and expenses incurred that are directly related to the SFRPC's performance pursuant to this Agreement, but not to exceed the budgeted amount of \$284,000. The SFRTA shall reimburse the SFRPC for actual expenses incurred that are directly related to the SFRPC's performance pursuant to this Agreement.

1.4 Both the SFRTA and the SFRPC agree that the SFRPC shall at all times act as an independent contractor in the performance of its duties under this Agreement and shall identify itself as under contract to the SFRTA in the performance of its duties set forth on Exhibit "A". In no event, however, shall the SFRPC be considered an employee of the SFRTA. Accordingly, the SFRPC shall be responsible for the payment of all taxes arising out of the SFRPC's activities in accordance with this Agreement including by way of illustration, but not limitation, Federal income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as may be lawfully required of a consultant performing such services.

1.5 The SFRTA shall not compensate the SFRPC for duplicative work that has already been developed by others, either for the SFRTA or for other third parties, that is available as a public record.

## **ARTICLE II**

### **TERM AND CANCELLATION**

2.1 This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2007 and shall terminate on the \_\_\_\_ day of \_\_\_\_\_, 2010.

2.2 It is anticipated that the SFRPC shall fulfill its obligations under this Agreement with concentrations of professional time which may vary from day to day, or week to week.

2.3 Either party may cancel this Agreement on not less than fifteen (15) days notice to the other party in writing, by certified mail, personal delivery or facsimile transfer. In the event that the SFRTA cancels this Agreement, the SFRTA agrees to pay the SFRPC for all of the SFRPC's costs, expenses and fees incurred up to the date of cancellation except for those amounts that are disputed by SFRTA which shall be resolved pursuant to the General Terms and Conditions in Exhibit "C". In the event either party cancels or terminates this agreement, all files and work product completed to date shall be delivered to SFRTA.

## **ARTICLE III**

### **GENERAL PROVISIONS**

3.1 It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or

understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

3.2 It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

3.3 This document shall be executed in at least two (2) counterparts each of which shall be deemed to be a duplicate original.

3.4 The SFRPC and the SFRTA are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement or any other contract.

3.5 If any clause, section or other part or application of this Agreement shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and so not affecting the validity of the remaining portions which shall remain in full force and effect.

3.6 Any notice, request or communication required or permitted hereunder shall be deemed to have been duly given if sent by certified mail, postage prepaid and return receipt requested, or by Federal Express or similar overnight delivery service, to the parties at their respective addresses as set forth below:

SFRTA  
800 NW 33<sup>rd</sup> Street  
Suite 100  
Pompano Beach, FL. 33064

SFRPC  
3440 Hollywood Boulevard  
Suite 140  
Hollywood, FL. 33021

3.7 SFRPC agrees that it shall perform the work hereunder at the direction of the SFRTA and consistent with the goals and objectives of the SFRTA.

3.8 SFRPC shall be required to enter into insurance arrangements with SFRTA and the Florida Department of Transportation. SFRPC shall provide at its own cost all General Liability, Business Auto Liability, Workers' Compensation and all other employee related insurance as may be required by law.

3.8.1 Self insurance shall not be acceptable for this Project.

3.8.2 SFRPC shall furnish certification of insurance to SFRTA within ten (10) calendar days of receipt of a fully executed Agreement. If the insurance certificate is received within the specified time frame but not in the manner prescribed, SFRPC shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to SFRTA. If SFRPC fails to submit the required insurance certificate in the manner prescribed within fifteen (15) calendar days of receipt of a fully executed Agreement, SFRPC shall be in default, and the contract shall be rescinded. Insurance certificates will be attached as "Exhibit "E.""

3.8.3 Such policy or policies shall be issued by a company or companies authorized to transact business in the State of Florida or an eligible surplus lines insurer in good standing with the Florida Insurance Commissioner's Office. SFRPC shall specifically protect SFRTA by naming SFRTA and the Florida Department of Transportation as additional insureds under the Insurance Policy(ies) hereinafter described, except Workers' Compensation Insurance. All policies must be endorsed to provide SFRTA with thirty (30) days notice of cancellation, non-renewal and/or restriction. Additional Insured endorsement will be attached as "Exhibit "D.""

3.8.4 Workers' Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) per accident.

3.8.5 Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

3.8.5.1 Premises and/or Operations;

3.8.5.2 Independent Contractors;

3.8.5.3 Products and/or Completed Operations.

3.8.6 Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

3.8.6.1 Owned Vehicles;

3.8.6.2 Hired and Non-Owned Vehicles;

3.8.6.3 Employees' non-ownership; and,

3.8.6.4 Personal Injury, Property Damage, Uninsured Motorist, Collision, and Comprehensive Coverages.

3.8.7 Renewal of Insurance. SFRPC shall be responsible for assuring that the insurance certificate required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate is scheduled to expire during this period, SFRPC shall be responsible for submitting a new or renewed insurance certificate to SFRTA at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate is not replaced with a new or renewed certificate which covers the contractual period, SFRTA may suspend this Agreement until such time as the new or renewed certificate is received by SFRTA.

3.8.8 Minimum Coverage. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SFRPC of liability in excess of such coverage, nor shall it preclude SFRTA from taking such other actions as is available to it under any other provisions of this Agreement or otherwise in law or equity.

3.9 Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a firm, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being on the convicted vendor list.

3.10 Claims and Disputes. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between SFRTA and SFRPC arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

Initial notice of Claims by SFRPC shall be made in writing to the SFRTA Project Manager within forty-eight (48) hours after the first day of the event giving rise to such Claim, or else the Firm shall be deemed to have waived the Claim. Written supporting data shall be submitted to the SFRTA Project Manager within fifteen (15) calendar days after the occurrence of the event unless SFRTA grants additional time in writing, or else SFRPC shall be deemed to have waived the Claim. All Claims shall be priced so as to compensate SFRPC for its actual and direct labor, material and equipment costs and extended general conditions expenses, together with markup, as set forth in Paragraph above.

SFRPC shall proceed diligently with its performance as directed by SFRTA, regardless of any pending Claim, unless otherwise agreed to by SFRTA in writing. SFRTA shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Contract, the parties shall attempt to resolve the dispute through mediation before an

agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

Any litigation between SFRTA and SFRPC, whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and SFRTA and SFRPC each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the SFRTA and SFRPC shall lie and be only in the appropriate State courts of the State of Florida's Seventeenth Circuit in and for Broward County, Florida. SFRTA and SFRPC consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. SFPRC EXPRESSLY WAIVES ALL RIGHTS TO TRIAL BY JURY REGARDING ANY DISPUTE RELATING TO THE CONTRACT (AND SFRPC'S WORK HEREUNDER) THAT RESULTS IN LITIGATION.

3.11 MSCELLANEOUS All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

There are no understandings or agreements except as herein expressly stated. Failure to capitalize any defined term in the Contract Documents shall not change the meaning of the defined term when used in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates of each signature. The SOUTH FLORIDA REGIONAL PLANNING COUNCIL, through its Executive Director, and the South Florida Regional Transportation Authority through its Chair, are authorized to execute same by the respective Boards of the SFRPC and SFRTA.

ATTEST

SOUTH FLORIDA REGIONAL PLANNING  
COUNCIL

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CAROLYN A. DEKLE,  
Executive Director

Approved as to legal form:

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SAMUEL S. GOREN, ESQ.  
General Counsel to SFRPC

ATTEST

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

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JOSEPH GIULIETTI,  
Executive Director

---

BRUNO A. BARREIRO,  
Chairman

---

(SFRTA SEAL)

Approved as to form by:

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GREENBERG TRAURIG, P.A.  
General Counsel, SFRTA

## **EXHIBIT “A”**

### **SCOPE OF WORK**

#### **INTRODUCTION**

The South Florida Regional Planning Council (SFRPC) provides a broad-based policy and planning view of the South Florida Region specifically Broward, Miami-Dade and Monroe Counties. This translates to extensive expertise in a wide range of planning and review activities, including:

- ☐ Comprehensive land use planning and review
- ☐ Development review
- ☐ Watershed planning and conservation
- ☐ Water and sewer capacity analysis and planning
- ☐ Housing and school capacity analysis and planning
- ☐ Urban Brownfield redevelopment assistance
- ☐ Land use and transportation planning and development guidance

Through its activities, the SFRPC has expertise in land use and growth management regulation and processes. In addition, its role in facilitating collaboration throughout the region on transportation-related projects is a major asset in development of regional transportation and land use plans.

The South Florida Regional Transportation Authority (SFRTA), as the only truly regional transportation planning and operating organization, has a strong interest in developing a regional strategy for addressing transportation needs in an efficient and effective manner. This can only be achieved through careful consideration of the built environment along with the transportation network. The SFRPC proposes to partner with the SFRTA and the Treasure Coast Regional Planning Council (TCRPC) to enhance the region’s strategic planning process and help build consensus on transportation issues throughout the region.

The SFRPC shall ensure that the work performed for the SFRTA is complementary and not duplicative of work performed by or for other agencies or governmental entities in the region. It is the intent of the SFRPC to work to the best advantage of all agencies in the regional context, to communicate effectively to each, and to use project synergies to further each of the respective projects.

#### **GOALS**

The general goals to be achieved are as follows:

- Develop “Best Practice” standards for Transit Oriented Development (TOD) along regionally significant transit corridors/transit hubs and identify other land use opportunities to enhance regional transportation connectivity;
- Create education and consensus-building opportunities by hosting a series of workshops on TOD;



- Complete land use and economic analyses to assess the economic and fiscal impacts of policy decisions on projects/corridors within the region's transportation infrastructure;
- Develop strategies to improve the regions' land use rankings as established by the Federal Transit Administration to secure federal funding for the development of transit projects;
- Establish relationships with local communities and agencies to advocate for the adoption and implementation of transit supportive land uses, regulations, and infrastructure; and
- Present strategies and concepts to the region's leaders for adoption and inclusion in the various transportation planning processes, local government Comprehensive Plans, Metropolitan Planning Organization (MPO) Plans, and the regions' Strategic Regional Policy Plans.
- Ensure consistency throughout the regions in coordinating land use and transit and incorporate design expertise as priority regional transit corridors and centers emerge throughout the strategic planning process.
- Under the SFRTA's direction, coordinate activities with Treasure Coast Regional Planning Council.

The SFRPC, through its adopted Strategic Regional Policy Plan, is charged with working with regional partners to implement its regional goals. The goals that are most applicable to this project are included below:

- Goal 8: Enhance the Region's mobility, efficiency, safety, quality of life, and economic health through improvements to road, port, and public transportation infrastructure.
- Goal 11: Encourage and support the implementation of development proposals that conserve the Region's natural resources, rural and agricultural lands, green infrastructure and:
  - o *utilizes existing and planned infrastructure where most appropriate in urban areas;*
  - o *enhances the utilization of regional transportation systems;*
  - o *incorporates mixed-land use developments;*
  - o *recycles-existing developed sites; and*
  - o *provides for the preservation of historic sites.*
- Goal 20: Achieve long-term efficient and sustainable development patterns that protect natural resources and connect diverse housing, transportation, education, and employment opportunities.

## **SPECIFIC TASKS**

SFRPC shall issue a separate Work Order and Notice to Proceed for each project or portion thereof.

### **1.1 Detailed Scope of Services**

The SFRPC shall assist in the planning, technical, managerial and administrative efforts related to transportation studies, projects and/or activities of SFRTA. The SFRPC will conduct the

technical work identified in the projects selected for implementation and also other technical land use and transportation planning activities as requested by SFRTA.

### **1.1.1 Station Area/Transit-Oriented Development (TOD) and Oversight**

The SFRPC will work with SFRTA staff and stakeholders to determine appropriate measures for implementing station area development plans, as requested by SFRTA. SFRPC will inventory and evaluate implementing tools and strategies used in other cities with similar transit development experience for potential application to Palm Beach, Broward or Miami-Dade County stations and station area locations and provide recommendations to the SFRTA.

Under direction from SFRTA, the SFRPC will identify potential joint-and/or co-development opportunities, evaluate and provide capacity-building assistance to potential community-based development partners, provide initial analysis to explore a range of development alternatives, help negotiate partnerships, and help establish guidelines for joint development agreements. The SFRPC may be asked to provide site-level technical assistance as necessary.

It is acknowledged that as part of this task, a community planning charrette may be identified as appropriate and necessary for the development of a regionally preferred transit corridor, transit area plan, or other transit-related development. Accordingly, it is further acknowledged that additional funding will be necessary to complete a charrette process for an individual or multiple sites. SFRPC shall work collaboratively with the SFRTA to identify additional funds from appropriate entities, such as FDOT, MPOs, or local governments.

#### **1.1.1.1 Suggested Areas of Expertise**

1. Market and Development Analysis - national experience in: economics, real estate development (as a successful real estate developer or expertise in analyzing projects that were constructed); station area/transit real estate development/financial analysis; economic and fiscal impact; economic (re)development; and new transit system development and/or evaluation.
2. Public Involvement and Education - knowledge of: transit-oriented development issues and urban development/redevelopment, experience working with key stakeholders including: working with diverse interest groups to develop shared understandings and working relationships and developing focused learning activities and executing successful media strategies, products and events.
3. Conceptual Site Planning - experience with: innovations in multifamily and retail/commercial development projects; contemporary planning issues and regulations in South Florida; issues and current techniques in transit-oriented urban development and planning; and knowledge of the laws, regulations and codes of the local jurisdictions, the State of Florida and the FTA.
4. Site Planning Review and Transit-Oriented Development Guidelines - experience developing and implementing guidelines that emphasize pedestrian-scale development and transit and nonmotorized-accessible site plans, with both greenfield (new-site) and in-fill/redevelopment situations.

5. Streetscape Planning and Pedestrian Facilities Planning – background working with property owners and municipal traffic engineers to construct devices that emphasize generous and safe pedestrian facilities for high levels of use in public streets and rights of way.
6. Land Use Analysis and Promotion – experience with analyzing land use and zoning laws and addressing changes or additions needed to advance transit-supportive land use projects.

### **1.1.2 Facilities Planning and Development**

Plan and develop transit facilities related to transit operations for SFRTA, if requested by SFRTA.

### **1.1.3 Assistance with Alternatives Analysis (AA) and Major Investment Studies (MIS)**

Provide all relevant project management assistance required for the Federal Transit Administration's (FTA) AA/MIS process, if requested by SFRTA.

#### **1.1.3.1 Suggested Areas of Expertise**

Experience in the creation and management of multiple AAs that produced a Locally-Preferred Alternative (LPA) that was successfully adopted by a relevant MPO, submitted to the FTA's New Starts program for review and that received an overall FTA project justification rating of "Recommended" or "Highly Recommended".

### **1.1.4 Short and Long Range Transportation Planning**

Conduct planning and feasibility studies for regionally-significant transit and transit-oriented development projects, as directed. Develop demand or market forecasts, including utilizing transportation forecasting models when required. Prepare project layouts and capital cost estimates necessary to support planning studies. Develop operating scenarios utilizing operational models and other tools and estimate operating costs and revenues.

### **1.1.5 Project Control and Management**

It is expected that the SFRPC's project management team will bring the following experience and skills in the following areas of project control and management:

1. effective work planning, monthly progress reporting, and invoicing;
2. schedule control, monitoring, and reporting;
3. budgeting control, monitoring, and reporting;
4. quality control;
5. establishing teamwork within consulting team and with SFRTA, and other consultants and stakeholders;
6. conducting monthly project meetings with SFRTA and relevant study committees and prepare and distribute project-meeting minutes to all participating stakeholders;
7. briefing SFRTA Board of Directors on overall project status, issues and concerns;
8. providing advice and consultation to SFRTA's Director of Planning and Capital Development on overall development strategy;

9. ensuring compliance with State of Florida and Federal Transit Administration (FTA) guidelines; and
10. providing other services as may be deemed necessary to implement the Study.

### **1.1.6 Financial Planning and Analysis**

It is expected that the SFRPC's project management team will bring the following experience and skills in the following areas of financial planning and analysis:

1. conduct financial studies;
2. evaluate all relevant funding sources and options;
3. prepare project costs and analysis;
4. develop project expenditure forecasts; and
5. analyze new funding opportunities for the SFRTA program of projects.

### **1.1.7 Preparation of New Starts Report**

Provide all relevant project management assistance required for the 5309 New Starts Report on the transit element of any selected LPA, under direction from SFRTA.

#### **1.1.7.1 Suggested Areas of Expertise**

The SFRPC as requested may assist in meeting and addressing the following FTA Project Justification Criteria:

1. Mobility Improvements
  - Normalized Travel Time Savings
  - Low-Income-Households Served
  - Employment Near Stations
2. Environmental Benefits
  - Change in Regional Pollutant Emissions
  - Change in Regional Energy Consumption
  - EPA Air Quality Designation
3. Operating Efficiencies
  - System Operating Cost per Passenger Mile
4. Cost Effectiveness
  - Incremental Cost per Hour of Transportation System User Benefit
5. Transit Supportive Land Use and Future Patterns
  - Existing Land Use
  - Transit Supportive Plans and Policies
  - Performance and Impacts of Policies
6. Other Factors
  - Economic Impacts

The SFRPC will use as a model transit projects that have received a summary project justification rating of "Highly Recommended" or Recommended" from the FTA.

### **1.1.8 Public Participation**

Under the direction of SFRTA, the SFRPC will establish and implement comprehensive public participation programs and outreach activities for planning studies and projects that meet the requirements of federal, state, regional and local processes.

### **1.1.9 Environmental Analysis**

Provide all relevant project management assistance required for environmental assessments or analyses, if requested by SFRTA, as follows:

1. conduct environmental assessments or analyses, as required by the National Environmental Policy Act (NEPA); and
2. ensure that projects are in compliance with all environmental laws.

### **1.1.10 Preliminary Project Planning and Conceptual Site Planning**

The SFRPC will be required to provide deliverables that advance the preliminary planning, conceptual site planning of an assigned project, and development approval, as requested by SFRTA, as follows:

1. analysis and suggestion of policies and programs in regions that may enhance overall feasibility of project;
2. analysis and suggestions for financial feasibility of the project;
3. act as agents for SFRTA in conducting analysis of project development and conceptual site plans prepared by others as well as preparation of alternative development concepts; and
4. ensure that SFRTA is receiving appropriate value for projected costs and that projected costs are reasonable for the results to be achieved.

## **EXHIBIT "B"**

### **METHOD OF COMPENSATION**

#### **PAYMENT**

1.1 SFRTA shall issue a separate Work Order and Notice to Proceed for each project or portion thereof. Prior to the initiation of work under any Work Order, SFRTA and SFRPC shall agree to the specific Scope of Services to be provided. The Scope of Services shall include a general and specific description of the Work to be performed, a detailed task breakdown listing the number of hours and personnel categories necessary to complete same, the final work product, and the time frame for completing the Work being performed.

1.2 The professional fees for establishing a Work Order will be based on the Schedule of Professional Rates shown in 1.2.2. The hourly rates shall apply only to time directly attributable to the services performed under this Agreement. SFRPC shall provide a fee sheet and summary of negotiations co-signed by SFRTA's Project Manager with each Work Order.

1.2.1 The rates shall be applied in negotiating and establishing Work Order not-to-exceed and firm fixed price amounts.

#### **1.2.2 Rates**

<b>Professional Categories</b>	<b>SFRPC Fiscal Years (Oct/Sep)</b>			
	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>
Executive / Assistant / ICC Directors	\$123.00	\$127.00	\$131.00	\$136.00
Program / Project Managers	\$97.00	\$100.00	\$104.00	107.00
Senior / Regional Planners	\$66.00	\$68.00	\$70.00	\$72.00
Planning Technicians	\$48.00	\$49.00	\$51.00	\$53.00
Office / Finance Managers	\$98.00	\$101.00	\$104.00	\$108.00
Admin Assistants / Graphic Designers	\$50.00	\$51.00	\$53.00	\$55.00
Information Systems / GIS	\$97.00	\$100.00	\$104.00	\$107.00
Consultants	\$116.00	\$120.00	\$124.00	\$129.00

1.3 In addition to professional fees, SFRTA will pay SFRPC, at direct cost without markup, reasonable and appropriate reimbursable expenses including, but not limited to, the following: printing and reproductions, i.e. blueprints, sepias, photocopies, plotting media, etc., computer and Computer Aided Design and Drafting (CADD) system costs, photographs, material and environmental laboratory tests, express delivery charges, permit fees and other expenses pre-approved in writing by SFRTA. Express delivery charges for SFRPC's invoices are not reimbursable. Expenses resulting from delays or errors on the part of SFRPC will not be eligible for reimbursement. SFRTA will not pay SFRPC any expenses for travel or meals in Martin, St. Lucie, Indian River, Miami-Dade, Broward or Palm Beach Counties except as provided in paragraph 1.3.1. Reimbursable expenses will not be paid without the prior express written approval of the expenses by SFRTA.

1.3.1 Travel expenses for out of town personnel will be paid only with the prior express written consent of SFRTA and in accordance with the provisions of Chapter 112, Florida

Statutes. SFRPC shall submit an estimate of the travel expenses to the Project Manager for approval prior to incurring any travel expenses.

1.4 Each Work Order shall be a maximum not-to-exceed amount for professional fees with an estimate for reimbursable expenses. The agreed upon Work Order amount may not be exceeded without prior written approval.

1.5 SFRTA has the sole discretion to issue Work Orders for firm fixed price amounts for professional fees. Prior to issuing a Work Order with a firm fixed price, SFRTA and SFRPC shall establish a schedule of milestones and value for the work to be completed for each milestone. At SFRTA's direction, SFRPC shall be required to produce a cost loaded schedule for the Work Order. Monthly payment of the SFRPC's professional fees shall be determined by one of the following methods: (1) the value of work completed for each milestone, (2) the value of the work completed established in the cost loaded schedule, or (3) by the percentage of the work satisfactorily completed. Payment by the third method shall be a percentage of the firm fixed price. The percentage of the work satisfactorily completed shall be established by mutual agreement between the Project Manager and SFRPC, with approval of the Contract Administrator.

1.6 SFRTA shall pay SFRPC only the professional fees necessary to perform a specific Work Order and SFRPC shall not be paid by SFRTA for any business development costs incurred by SFRPC in preparing scopes of services, project budgets and other related tasks necessary for SFRTA to issue a Notice to Proceed and Work Order.

1.7 SFRPC shall make Application for Payment for work completed at intervals of not more than once a month. SFRPC's application shall be in a form determined by the Project Manager and shall show a complete breakdown of the work components from the authorized Work Order, hours expended and hourly billing rates, and reimbursable expenses for which SFRPC expects to be paid, together with such supporting evidence as may be required by Project Manager. SFRTA shall pay the SFRPC all invoices or items set forth in such invoices which are not in dispute within forty-five (45) days after receipt of the invoices. Each Application for Payment shall be submitted to SFRTA's Accounts Payable Department.

1.8 Withholding Payment for Unsatisfactory Work. Should any defective or unsatisfactory work be discovered prior to the final acceptance, or should a reasonable doubt arise prior to the final acceptance as to the integrity of any part of the completed work, payments for such defective or questioned work shall not be allowed until the defect has been remedied and causes for doubt removed.

1.9 SFRPC's books and records shall be available at all reasonable times for examination and audit by SFRTA, state and federal auditors during the term of this Agreement and for a period of three (3) years thereafter. Incomplete or incorrect entries in such books and records will be grounds for disallowance by SFRTA of any fees or expenses based upon such entries.

1.10 The South Florida Regional Transportation Authority, during any fiscal year, shall not expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract.

## 1.11 Certification of Payment to Subcontractors

Prior to receipt of any progress (partial) payment, the SFRPC shall certify that all Subcontractors having an interest in the Contract have received their pro rata share of previous progress payments made to the SFRPC for all Work completed and materials furnished in the previous period. SFRPC shall provide this certification in the forms described in the below subparagraphs. SFRTA will not make any progress payments after the initial partial payment until the SFRPC certifies that it has disbursed to all Subcontractors having an interest in the Contract their pro rata shares of the payment it has previously received, unless the SFRPC demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both SFRTA and the affected Subcontractors. SFRPC shall obtain from the SUBCONTRACTOR an executed sworn Payment Certification Form and shall submit the form to SFRTA with each of the SFRPC's request for payment, with the exception of the first request for payment. The Subcontractor's failure to sign the Payment Certification Form and forward the form to the SFRPC immediately upon receipt of payment is sufficient grounds for SFRTA to suspend any further payments until certification is submitted. The SFRPC's failure to submit the Payment Certification Forms covering all payments made to Subcontractors, within 30 days after receiving progress payments, is sufficient grounds for SFRTA to suspend further payment until certifications are received. Within 30 days of the SFRPC's receipt of the progress payment or any other payments thereafter, except the final payment, the SFRPC shall pay all Subcontractors having an interest in the Contract their pro rata shares of the payment for all Work performed and materials furnished. SFRTA will honor an exception to the above when the SFRPC demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both SFRTA and the affected Subcontractors within said 30-day period.

1.11.1 The SFRPC shall submit one (1) original of a notarized Certificate of Disbursement of Previous Periodic Payment to Subcontractors (Exhibit "F") with each application for payment except the first one submitted.

1.11.2 The SFRPC shall submit one (1) original of a notarized Subcontractor's Certificate of Previous Payment (Exhibit "G") with each application for payment except the first one submitted.

1.15.12.3 When informed that SFRTA requires additional substantiating information, submit one (1) copy, with cover letter, showing application number and date, for each submittal of data justifying the line item amounts in question.



## **EXHIBIT “C”**

### **GENERAL TERMS AND CONDITIONS**

#### **1.1 ASSIGNMENT**

SFRPC shall not assign, transfer, convey, sublet or otherwise dispose of any resultant Agreement, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of SFRTA.

SFRTA may assign its rights and obligations under any resultant Agreement to any successor to the rights and functions of SFRTA or to any governmental agency to the extent required by applicable laws or governmental regulations all or part of the specified deliverable items as originally competed and evaluated to one or more third parties.

#### **1.2 LEGAL REQUIREMENTS**

SFRPC is required to be familiar and shall comply with all Federal, State, and local laws, ordinances, rules and regulations that in any means affect or apply to the Work performed. Ignorance on the part of TCRPC shall in no way relieve SFRPC from responsibility.

#### **1.3 PUBLIC DOCUMENTS**

SFRPC is hereby notified that compliance with Chapter 119, Florida Statutes, popularly known as the “Public Records Act” is required as it applies to work product and terms and conditions of this Agreement. SFRPC shall allow public access to all documents, papers, letters, or other material, subject to the applicable provisions of Chapter 119, Fla. Stat., and made or received by SFRPC in conjunction with the Agreement. Failure by SFRPC to grant such public access shall be grounds for immediate unilateral cancellation of the Agreement by SFRTA.

#### **1.4 NO FEDERAL GOVERNMENT OBLIGATIONS**

Although this Agreement is funded with Federal grant funds, absent the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to the SFRPC, or any other person other than SFRTA in connection with the performance of this Agreement. Notwithstanding any concurrence that may be provided by the Federal Government in or approval of any solicitation, or contract, the Federal Government has no obligations or liabilities to any party, including the SFRPC.

#### **1.5 RIGHTS IN TECHNICAL DATA**

1.5.1 All documents and materials prepared or developed by SFRPC and its subcontractors pursuant to this Agreement shall become the property of SFRTA without restriction or limitation on their use and shall be made available upon request to SFRTA at any time. Original copies of such shall be delivered to SFRTA upon completion of the services or termination of the services. SFRPC shall be permitted to retain copies of such items for the furtherance of its technical proficiency, however, publication of this material is subject to the written approval of SFRTA.

1.5.2 No material or technical data prepared by SFRPC under this Agreement is to be released by SFRPC to any other person or agency except as necessary for the performance of the services.

All press releases or information to be published in print or electronic media shall be distributed only after first being authorized by SFRTA.

1.5.3 SFRTA shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so.

1.5.4 SFRPC shall agree to grant to SFRTA and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, and use as they deem fit all technical data covered by copyright supplied for this Agreement. No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for SFRTA to use in the manner herein described.

1.5.5 SFRPC warrants that the processes, design, equipment, materials, or devices used in providing the services shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against SFRTA, the SFRPC shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by SFRTA, and indemnify and hold harmless SFRTA, its subsidiaries, agents and employees from all liability, damages, costs, and expenses associated therewith, including, without limitation, defense costs and attorney fees.

## **1.6 SUCCESSORS AND ASSIGNS**

Subject to other provisions hereof, Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement. This Agreement is not assignable unless agreed to in writing by both parties.

## **1.7 GOVERNING LAW**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

## **1.8 NO WAIVER**

The failure of SFRTA to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

## **1.9 JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

## **1.10 ATTORNEY'S FEES**

In the event it shall become necessary for either party to this Agreement to institute legal proceedings against the other party for specific performance or for recovery of any amounts due and owing under this Agreement, then in such event, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs,

including reasonable attorneys' fees, of pre-suit collection attempts, suit, and post judgment or settlement collection including those incurred on appeal.

### **1.11 RELATIONSHIP OF THE PARTIES**

Except as set forth herein, no party to this agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party. The SFRPC is and shall be in the performance of all work, services, and activities under this Agreement independent, and not an employee, agent, or servant of SFRTA. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the SFRPC's sole discretion, supervision, and control. The SFRPC shall exercise control over the means and manner in which it and its employees perform the work, and in all respect the SFRPC's relationship and the relationship of its employees to SFRTA shall be that of an independent contractor and not as employees or agent.

### **1.12 CONTINGENT FEE**

SFRPC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SFRPC, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the SFRPC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the making of this agreement. For the breach or violation of this provision, SFRTA shall have the right to terminate the agreement without liability at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

### **1.13 TRUTH IN NEGOTIATING**

Execution of this Agreement by the SFRPC shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which SFRTA determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this agreement.

### **1.14 CONFLICT**

Where there is a conflict between any provision set forth within this agreement and a more stringent state or federal provision that is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

### **1.15 OWNERSHIP OF DOCUMENTS**

All tracings, plans, specifications, maps and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become property of SFRTA without restriction or limitation on their use, and shall be made available upon request to SFRTA at any time. SFRPC therefore agrees not to publish, copyright or patent any of the data furnished in compliance with the Agreement. SFRTA shall have the right to visit the offices of SFRPC for review of such data at any time. SFRPC shall not be liable for use by SFRTA of said tracings,

plans, specifications, documents, studies, or other data for any purpose other than intended by the terms of the Contract Documents.

## **1.16 FEDERAL REQUIREMENTS**

SFRPC shall at all times comply with all applicable FTA regulations, policies, procedures and directives. SFRPC's failure to so comply shall constitute a material breach of this agreement.

1.16.1 Drug free Workplace. The SFRPC shall comply with the terms of the State of Florida and the U.S. DOT regulations for Drug free Workplace Requirements, 49 C.F.R. Part 29, Subpart F.

1.16.2 Debarment and Suspension. The SFRPC shall comply with U.S. DOT regulations, "Government wide Debarment and Suspension" (Non-procurement). This requirement shall pass to any and all subcontractors engaged to perform services under the Agreement.

1.16.3 Program Fraud and False or Fraudulent Statements or Related Acts. The SFRPC acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying agreement, the SFRPC certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SFRPC further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SFRPC to the extent the Federal Government deems appropriate.

The SFRPC also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the SFRPC, to the extent the Federal Government deems appropriate.

The SFRPC agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.16.4 Lobbying. The SFRPC shall comply with the terms of 31 U.S.C. Section 1352, which prohibits the use of Federal funds for lobbying any official or employee of any Federal agency, or member or employee of Congress. The SFRPC shall disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with this Project. THE AGREEMENT EXPRESSLY PROHIBITS LOBBYING. The SFRPC agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20. This requirement shall pass to any and all subcontractors engaged to perform services under the Agreement.

1.16.5 Interest of Members of or Delegates to Congress. In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

1.16.6 Organizational Conflict of Interest. Prior to entering into this Agreement, the SFRPC is required to inform SFRTA of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the SFRPC, or may impact the SFRPC's objectivity in performing the contract work. In addition, the SFRPC shall not take any position that may be considered adverse to the SFRTA in any way without the SFRTA's written prior approval.

1.16.7 Civil Rights. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the SFRPC agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. In addition, the SFRPC agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the SFRPC agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The SFRPC agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SFRPC agrees to comply with any implementing requirements FTA may issue.

Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the SFRPC agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SFRPC agrees to comply with any implementing requirements FTA may issue.

Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the SFRPC agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the SFRPC agrees to comply with any implementing requirements FTA may issue.

The SFRPC also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.16.8 Clean Air. The SFRPC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The

SFRPC agrees to report each violation to SFRTA and understands and agrees that SFRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The SFRPC also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.16.9 Clean Water. The SFRPC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The SFRPC agrees to report each violation to TCRA and understands and agrees that TCRA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

1.16.10 Retention & Access to Records. The SFRPC agrees to provide TCRA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the SFRPC which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts and transcriptions. SFRPC also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO SFRPC access to SFRPC's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The SFRPC agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The SFRPC agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case SFRPC agrees to maintain same until SFRTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

1.16.11 Energy Conservation. The SFRPC agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.16.12 Buy America Requirements. The SFRPC agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver have been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

SFRPC must submit to SFRTA the appropriate Buy America certification on FTA funded contracts, except those subject to a general waiver.

1.16.13 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or

not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The SFRPC shall not perform any act, fail to perform any act, or refuse to comply with any SFRTA requests which would cause SFRTA to be in violation of the FTA terms and conditions.

#### **1.17 SEVERABILITY**

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of the Agreement shall be construed to be in full force and effect.

**EXHIBIT “D”**

**ADDITIONAL INSURED ENDORSEMENT**



**EXHIBIT “E”**

**INSURANCE CERTIFICATES**



**Exhibit "F"**

**Certificate of Disbursement of  
Previous Periodic Payment to Subcontractors**

Contract No. \_\_\_\_\_ Date \_\_\_\_\_

Contract Name \_\_\_\_\_

Period of Work Invoiced For: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

The Firm for the above referenced contract, hereby certifies that all subcontractors and vendors having interest in this contract have received their pro rata share of all previous periodic payments made to date by SFRTA for all work, materials and equipment furnished under the contract.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
(Signature of Authorized Representative)

NOTARY STATEMENT  
STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ who is personally known to me or who has  
produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_



**Exhibit "G"**

**Subcontractor's Certificate of Previous Payment**

Note: The Prime Firm shall attach this statement to current payment invoices, completed by each Subcontractor whose work appears on the previous payment invoice.

KNOW ALL MEN BY THESE PRESENTS, That (name) \_\_\_\_\_  
representing \_\_\_\_\_, whose  
address is \_\_\_\_\_, with the  
title of \_\_\_\_\_, whom after being first duly sworn, upon oath  
deposes and says that pursuant to the provisions of the contract for:

CONTRACT NAME: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

that all monies due him, as of \_\_\_\_\_ which is the date of the previous payment made by  
(Date)

SFRTA to SFRPC, in accordance with the agreed upon payment schedule, have been paid to him  
by \_\_\_\_\_, the Firm.

NOTARY STATEMENT  
STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ who is personally known to me or who has  
produced \_\_\_\_\_ as identified and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_

**INTERLOCAL AGREEMENT BETWEEN THE**  
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)**

**and the**

**TREASURE COAST REGIONAL PLANNING COUNCIL (TCRPC)**

**For**

**FOR PROFESSIONAL SERVICES RELATING TO TRANSPORTATION AND LAND**  
**USE PLANNING PROCESS IN SOUTHEAST FLORIDA**

THIS IS AN AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_ 2007, by and between the TREASURE COAST REGIONAL PLANNING COUNCIL, hereinafter referred to as "TCRPC" and THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body corporate and politic and an agency of the State of Florida, hereinafter referred to as "SFRTA."

W I T N E S S E T H:

WHEREAS, the TCRPC was created pursuant to Section 186.501, Florida Statutes (1982), as amended and known as the "Florida Regional Planning Council Act" (the "ACT"); and

WHEREAS, Section 186.505, Florida Statutes, provides that the TCRPC may enter into contracts to provide, at cost, such services related to its responsibilities as may be requested by local governments or organizations within the region and which the TCRPC finds feasible to perform; and

WHEREAS, the SFRTA desires to engage professional services related to transit oriented development, strategic regional transit, land use and economic planning; and

WHEREAS, the parties hereto have agreed upon a general Scope of Services for work that may be performed hereunder by the TCRPC, which is attached hereto and made a part hereof as Exhibit "A";

NOW THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

## **ARTICLE I**

### **COMPENSATION**

1.1 The SFRTA agrees to engage the services of TCRPC for the dates and times hereinafter referred to, consistent with the terms, conditions and provisions of the Act and other applicable, professional and ethical requirements imposed upon the TCRPC by existing Florida Administrative Code Rules.

1.2 The SFRTA agrees to pay and to compensate the TCRPC consistent with the terms, conditions and provisions set forth herein and on Exhibit "B", attached hereto and made a specific part hereof.

1.3 The SFRTA shall reimburse the TCRPC for both direct and indirect labor costs and expenses incurred, related to TCRPC's performance under and pursuant to this Agreement but not to exceed the budgeted amount of Two Hundred Thousand Fourteen and 00/100 Dollars (\$214,000.00). Expenses shall be limited to those permitted by Chapter 112, Florida Statutes. In no event shall charges exceed those rates or amounts set forth in said chapter.

1.4 Both the SFRTA and the TCRPC agree that the TCRPC shall at all times act as an independent contractor in the performance of its duties under this Agreement and shall identify itself as under contract to the SFRTA in the performance of its duties set forth on Exhibit "A". In no event, however, shall the TCRPC be considered an employee of the SFRTA. Accordingly, the TCRPC shall be responsible for the payment of all taxes arising out of the TCRPC's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal Agreement, SFRTA (REV. 5/17/2005)

income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as may be lawfully required of a consultant performing such services.

1.5 The SFRTA shall not compensate the TCRPC for duplicative work that has already been developed by others, either for the SFRTA or for other third parties, that is available as a public record.

## **ARTICLE II**

### **TERM AND CANCELLATION**

2.1 This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2007 and shall terminate on the last day of \_\_\_\_\_, 2010.

2.2 It is anticipated that the TCRPC shall fulfill its obligations under this Agreement with concentrations of professional time which may vary from day to day, or week to week.

2.3 Either party may cancel this Agreement on not less than fifteen (15) days notice to the other party in writing, by certified mail, personal delivery or facsimile transfer. In the event that either party cancels this Agreement, the SFRTA agrees to pay the TCRPC for all of the TCRPC's costs, expenses and fees incurred up to the date of cancellation except for those amounts that are disputed by the SFRTA which shall be resolved pursuant to the General Terms and Conditions in Exhibit "C". In the event either party cancels or terminates this agreement, all files and work product completed to date shall be delivered to SFRTA.

## **ARTICLE III**

### **GENERAL PROVISIONS**

3.1 It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this

document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

3.2 It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

3.3 This document shall be executed in at least two (2) counterparts each of which shall be deemed to be a duplicate original.

3.4 The TCRPC and the SFRTA are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement or any other contract.

3.5 If any clause, section or other part or application of this Agreement shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and so not affecting the validity of the remaining portions, which shall remain in full force and effect.

3.6 Any notice, request or communication required or permitted hereunder shall be deemed to have been duly given if sent by certified mail, postage prepaid and return receipt requested, or by Federal Express or similar overnight delivery service, to the parties at their respective addresses as set forth below:

SFRTA  
800 NW 33<sup>rd</sup> Street  
Suite 100  
Pompano Beach, FL. 33064

TCRPC  
301 East Ocean Boulevard, Suite 300  
Stuart, Florida 34994

Either Party may change the address at which it is to receive notices under this Agreement by providing the other party written notice of such change in the manner specified for serving notices hereunder.

3.7 TCRPC agrees that it shall perform the work hereunder at the direction of the SFRTA and consistent with the goals and objectives of the SFRTA.

3.8 TCRPC shall be required to enter into insurance arrangements with SFRTA. TCRPC shall provide at its own cost all General Liability, Business Auto Liability, Workers' Compensation and all other employee related insurance as may be required by law.

TCRPC has furnished to the SFRTA an additional insured endorsement for the Commercial General Liability coverage and insurance certificates which are attached hereto and made a part hereof as Exhibit "D" (the "Certificate"). Notwithstanding any of the provisions of Section 3.8 of this Agreement (the "Insurance Requirements"), SFRTA hereby accepts the Certificates as fulfilling the requirements of Section 3.8. However, in the future, should SFRTA determine that it is necessary for the TCRPC to meet any of the Insurance Requirements not currently satisfied by the Insurance Certificates, the TCRPC agrees to make all good faith efforts to do so.

3.8.1 Self insurance shall not be acceptable for this Project.

3.8.2 [Reserved]

3.8.3 Such policy or policies shall be issued by a company or companies authorized to transact business in the State of Florida or an eligible surplus lines insurer in good standing with the Florida Insurance Commissioner's Office. TCRPC shall specifically protect SFRTA by naming SFRTA as an additional insured under the Insurance Policy(ies) hereinafter described, except Workers' Compensation Insurance.



All policies must be endorsed to provide SFRTA with thirty (30) days notice of cancellation, non-renewal and/or restriction

3.8.4 Workers' Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) per accident.

3.8.5 Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

3.8.5.1 Premises and/or Operations;

3.8.5.2 Independent Contractors;

3.8.5.3 Products and/or Completed Operations.

3.8.6 Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

3.8.6.1 Owned Vehicles;

3.8.6.2 Hired and Non-Owned Vehicles;

3.8.6.3 Employees' non-ownership; and,

3.8.6.4 Personal Injury, Property Damage, Uninsured Motorist, Collision, and Comprehensive Coverages.

3.8.7 Renewal of Insurance. TCRPC shall be responsible for assuring that the insurance certificate required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate is scheduled to expire during this period, TCRPC shall be responsible for submitting a new or renewed insurance certificate to SFRTA at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate is not replaced with a new or renewed certificate which covers the contractual period, SFRTA may suspend this Agreement until such time as the new or renewed certificate is received by SFRTA.

3.8.8 Minimum Coverage. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve TCRPC of liability in excess of such coverage, nor shall it preclude SFRTA from taking such other actions as is available to it under any other provisions of this Agreement or otherwise in law or equity.

3.9 Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a firm, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being on the convicted vendor list.

3.10 Claims and Disputes. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the

Contract Documents. The term "Claim" also includes other disputes and matters in question between SFRTA and TCRPC arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

Any initial Notice of Claim by TCRPC shall be made in writing to the SFRTA Project Manager within sixty (60) days after the first day of the event giving rise to such Claim or after TCRPC becomes aware of the claim (whichever is later), or else TCRPC shall be deemed to have waived the Claim. Written supporting data shall be submitted to the SFRTA Project Manager within fifteen (15) calendar days after submittal of the Notice of Claim unless SFRTA grants additional time in writing, or else TCRPC shall be deemed to have waived the Claim. All Claims shall be priced so as to compensate TCRPC for its indirect and direct labor, material and equipment costs and extended general conditions expenses, together with markup, as set forth herein.

TCRPC shall proceed diligently with its performance as directed by SFRTA, regardless of any pending Claim, unless otherwise agreed to by SFRTA in writing. SFRTA shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Contract, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder,

the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

Any litigation between SFRTA and TCRPC, whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and SFRTA and TCRPC each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the SFRTA and TCRPC shall lie and be only in the appropriate State courts of the State of Florida's Fifteenth Circuit in and for Palm Beach County, Florida. SFRTA and TCRPC consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. TCRPC EXPRESSLY WAIVES ALL RIGHTS TO TRIAL BY JURY REGARDING ANY DISPUTE RELATING TO THE CONTRACT (AND TCRPC'S WORK HEREUNDER) THAT RESULTS IN LITIGATION.

3.11 MISCELLANEOUS All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

There are no understandings or agreements except as herein expressly stated. Failure to capitalize any defined term in the Contract Documents shall not change the meaning of the defined term when used in the Contract Documents.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates of each signature. The Treasure Coast Regional Planning Council, through its Executive Director and the South Florida Regional Transportation Authority through its Chair, are authorized to execute same by the respective Boards of the TCRPC and SFRTA.

ATTEST

TREASURE COAST REGIONAL PLANNING  
COUNCIL

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MICHAEL BUSHA,  
EXECUTIVE DIRECTOR

Approved as to legal form:

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ROGER SABERSON, ESQ.  
General Counsel to TCRPC

ATTEST

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

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JOSEPH GIULIETTI,  
EXECUTIVE DIRECTOR

---

BRUNO A. BARREIRO,  
CHAIRMAN

---

(SFRTA SEAL)

Approved as to form by:

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GREENBERG TRAURIG, P.A.  
General Counsel, SFRTA

## **EXHIBIT “A”**

### **SCOPE OF WORK**

#### **INTRODUCTION**

The Treasure Coast Regional Planning Council (TCRPC) provides a broad-based policy and planning view of the seven-county South Florida Region generally and the Treasure Coast Region specifically. TCRPC’s activities include adoption and maintenance of the Strategic Regional Policy Plan; review and guidance for local governments regarding Comprehensive Plans; development review, including Developments of Regional Impact; infrastructure analysis; economic analysis and forecasting; and detailed land use, transportation, and urban design planning.

Through its activities, the TCRPC has expertise in land use and growth management regulation and processes. In addition, its role in facilitating collaboration throughout the region on transportation-related projects is a major asset in: (1) development of regional transportation and land use plans; and (2) translating these regional plans into meaningful projects that can be built at the local level.

The South Florida Regional Transportation Authority (SFRTA), as the only truly regional transportation planning and operating organization, has a strong interest in developing a regional strategy for addressing transportation needs in an efficient and effective manner. This can only be achieved through careful consideration of the built environment along with the transportation network. The TCRPC proposes to partner with the SFRTA and the South Florida Regional Planning Council (SFRPC) to enhance the strategic planning process and help build consensus throughout the region.

The TCRPC shall ensure that the work performed for the SFRTA is complementary and not duplicative of work performed by or for other agencies or governmental entities in the region. It is the intent of the TCRPC to work to the best advantage of all agencies in the regional context, to communicate effectively to each, and to use project synergies to further each of the respective projects.

#### **GOALS**

The general goals to be achieved are as follows:

- Develop “Best Practice” standards for Transit Oriented Development (TOD) along regionally significant transit corridors/transit hubs and identify other land use opportunities to enhance regional transportation connectivity;
- Create education and consensus-building opportunities by hosting a series of workshops on TOD;
- Complete land use and economic analyses to assess the economic and fiscal impacts of policy decisions on projects/corridors within the region’s transportation infrastructure;
- Develop strategies to improve the regions’ land use rankings as established by the Federal Transit Administration to secure federal funding for the development of transit projects;

- Establish relationships with local communities and agencies to advocate for the adoption and implementation of transit supportive land uses, regulations, and infrastructure; and
- Present strategies and concepts to the region's leaders for adoption and inclusion in the various transportation planning processes, local government Comprehensive Plans, Metropolitan Planning Organization (MPO) Plans, and the regions' Strategic Regional Policy Plans.
- Ensure consistency throughout the regions in coordinating land use and transit and incorporate design expertise as priority transit corridors and centers emerge throughout the strategic planning process.
- Under the SFRTA's direction, coordinate activities with the South Florida Regional Planning Council.

TCRPC will continue to implement its adopted Strategic Regional Policy Plan which strongly emphasizes regional mobility inclusive of transit and the urban form to enable transit to be successful.

## **SPECIFIC TASKS**

SFRTA shall issue a separate Work Order and Notice to Proceed for each project or portion thereof.

### **1.1 Detailed Scope of Services**

The TCRPC shall assist in the planning, technical, managerial and administrative efforts related to transportation studies, projects and/or activities of SFRTA. The TCRPC will conduct the technical work identified in the projects selected for implementation and also other technical land use and transportation planning activities as requested by SFRTA.

#### **1.1.1 Station/Transit-Oriented Development (TOD) and Oversight**

The TCRPC will work with SFRTA staff and stakeholders to determine appropriate measures for implementing station area development plans, as requested by SFRTA. TCRPC will inventory and evaluate implementing tools and strategies used in other cities with similar transit development experience for potential application to Palm Beach, Broward or Miami-Dade County stations and station area locations and provide recommendations to the SFRTA.

Under direction from SFRTA, the TCRPC will identify potential joint-and/or co-development opportunities, evaluate and provide capacity-building assistance to potential community-based development partners, provide initial analysis to explore a range of development alternatives, help negotiate partnerships, and help establish guidelines for joint development agreements. The TCRPC may be asked to provide site-level technical assistance as necessary.

It is acknowledged that as part of this task, a community planning charrette may be identified as appropriate and necessary for the development of a regionally preferred

transit corridor, transit area plan, or other transit-related development. Accordingly, it is further acknowledged that additional funding will be necessary to complete a charrette process for an individual or multiple sites. TCRPC shall work collaboratively with the SFRTA to identify additional funds from appropriate entities, such as FDOT, MPOs, or local governments.

#### **1.1.1.1 Suggested Areas of Expertise**

1. Market and Development Analysis - national experience in: economics, real estate development (as a successful real estate developer or expertise in analyzing projects that were constructed); station area/transit real estate development/financial analysis; economic and fiscal impact; economic (re)development; and new transit system development and/or evaluation.
2. Public Involvement and Education - knowledge of: transit-oriented development issues and urban development/redevelopment, experience working with key stakeholders including: working with diverse interest groups to develop shared understandings and working relationships and developing focused learning activities and executing successful media strategies, products and events.
3. Conceptual Site Planning - experience with: innovations in multifamily and retail/commercial development projects; contemporary planning issues and regulations in South Florida; issues and current techniques in transit-oriented urban development and planning; and knowledge of the laws, regulations and codes of the local jurisdictions, the State of Florida and the FTA.
4. Site Planning Review and Transit-Oriented Development Guidelines - experience developing and implementing guidelines that emphasize pedestrian-scale development and transit and nonmotorized-accessible site plans, with both greenfield (new-site) and in-fill/redevelopment situations.
5. Streetscape Planning and Pedestrian Facilities Planning – background working with property owners and municipal traffic engineers to construct devices that emphasize generous and safe pedestrian facilities for high levels of use in public streets and rights of way.
6. Land Use Analysis and Promotion – experience with analyzing land use and zoning laws and addressing changes or additions needed to advance transit-supportive land use projects.

#### **1.1.2 Facilities Planning and Development**

Plan and develop transit facilities related to transit operations for SFRTA, if requested by SFRTA.

#### **1.1.3 Assistance with Alternatives Analysis (AA) and Major Investment Studies (MIS)**

Provide all relevant project management assistance required for the Federal Transit Administration's (FTA) AA/MIS process, if requested by SFRTA.

##### **1.1.3.1 Suggested Areas of Expertise**

Experience in the creation and management of multiple AAs that produced a Locally-Preferred Alternative (LPA) that was successfully adopted by a relevant MPO, submitted



to the FTA's New Starts program for review and that received an overall FTA project justification rating of "Recommended" or "Highly Recommended".

#### **1.1.4 Short and Long Range Transportation Planning**

Conduct planning and feasibility studies for regionally-significant transit and transit-oriented development projects, as directed. Develop demand or market forecasts, including utilizing transportation forecasting models when required. Prepare project layouts and capital cost estimates necessary to support planning studies. Develop operating scenarios utilizing operational models and other tools and estimate operating costs and revenues.

#### **1.1.5 Project Control and Management**

It is expected that the TCRPC's project management team will bring the following experience and skills in the following areas of project control and management:

1. effective work planning, monthly progress reporting, and invoicing;
2. schedule control, monitoring, and reporting;
3. budgeting control, monitoring, and reporting;
4. quality control;
5. establishing teamwork within consulting team and with SFRTA, and other consultants and stakeholders;
6. conducting monthly project meetings with SFRTA and relevant study committees and prepare and distribute project-meeting minutes to all participating stakeholders;
7. briefing SFRTA Board of Directors on overall project status, issues and concerns;
8. providing advice and consultation to SFRTA's Director of Planning and Capital Development on overall development strategy;
9. ensuring compliance with State of Florida and Federal Transit Administration (FTA) guidelines; and
10. providing other services as may be deemed necessary to implement the Study.

#### **1.1.6 Financial Planning and Analysis**

It is expected that the TCRPC's project management team will bring the following experience and skills in the following areas of financial planning and analysis:

1. conduct financial studies;
2. evaluate all relevant funding sources and options;
3. prepare project costs and analysis;
4. develop project expenditure forecasts; and
5. analyze new funding opportunities for the SFRTA program of projects.

#### **1.1.7 Preparation of New Starts Report**

Provide all relevant project management assistance required for the 5309 New Starts Report on the transit element of any selected LPA, under direction from SFRTA.

### **1.1.7.1 Suggested Areas of Expertise**

The TCRPC as requested may assist in meeting and addressing the following FTA Project Justification Criteria:

1. Mobility Improvements
  - Normalized Travel Time Savings
  - Low-Income-Households Served
  - Employment Near Stations
2. Environmental Benefits
  - Change in Regional Pollutant Emissions
  - Change in Regional Energy Consumption
  - EPA Air Quality Designation
3. Operating Efficiencies
  - System Operating Cost per Passenger Mile
4. Cost Effectiveness
  - Incremental Cost per Hour of Transportation System User Benefit
5. Transit Supportive Land Use and Future Patterns
  - Existing Land Use
  - Transit Supportive Plans and Policies
  - Performance and Impacts of Policies
6. Other Factors
  - Economic Impacts

The TCRPC will use as a model transit projects that have received a summary project justification rating of “Highly Recommended” or Recommended” from the FTA.

### **1.1.8 Public Participation**

Under the direction of SFRTA, the TCRPC will establish and implement comprehensive public participation programs and outreach activities for planning studies and projects that meet the requirements of federal, state, regional and local processes.

### **1.1.9 Environmental Analysis**

Provide all relevant project management assistance required for environmental assessments or analyses, if requested by SFRTA, as follows:

1. conduct environmental assessments or analyses, as required by the National Environmental Policy Act (NEPA); and
2. ensure that projects are in compliance with all environmental laws.

#### **1.1.10 Preliminary Project Planning and Conceptual Site Planning**

The TCRPC will be required to provide deliverables that advance the preliminary planning, conceptual site planning, and development approval of an assigned project, as requested by SFRTA, as follows:

1. analysis and suggestion of policies and programs in regions that may enhance overall feasibility of project;
2. analysis and suggestions for financial feasibility of the project;
3. act as agents for SFRTA in conducting analysis of project development and conceptual site plans prepared by others, as well as preparation of alternative development concepts; and
4. ensure that SFRTA is receiving appropriate value for projected costs and that projected costs are reasonable for the results to be achieved.

## **EXHIBIT “B”**

### **METHOD OF COMPENSATION**

#### **PAYMENT**

1.1 SFRTA shall issue a separate Work Order and Notice to Proceed for each project or portion thereof. Prior to the initiation of work under any Work Order, SFRTA and TCRPC shall agree to the specific Scope of Services to be provided. The Scope of Services shall include a general and specific description of the Work to be performed, a detailed task breakdown listing the number of hours and personnel categories necessary to complete same, the final work product, and the time frame for completing the Work being performed.

1.2 The professional fees for establishing a Work Order will be based on the Schedule of Professional Rates shown in 1.2.2. The hourly rates shall apply only to time directly attributable to the services performed under this Agreement. TCRPC shall provide a fee sheet and summary of negotiations co-signed by SFRTA’s Project Manager with each Work Order.

1.2.1 The rates shall be applied in negotiating and establishing Work Order not-to-exceed and firm fixed price amounts.

#### 1.2.2 Rates

<b>Professional Categories</b>	<b>TCRPC Fiscal Years (Oct/Sep)</b>			
	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>
Executive Director	\$190.00	\$197.00	\$204.00	\$211.00
Deputy Director	\$120.00	\$124.00	\$129.00	\$133.00
Urban Design Coordinator	\$117.00	\$121.00	\$125.00	\$130.00
Growth Management Coordinator	\$99.00	\$102.00	\$106.00	\$110.00
Regional Planner	\$50.00	\$52.00	\$54.00	\$55.00
Urban Designer Consultant/ Project Manager	\$80.00	\$83.00	\$86.00	\$89.00
Urban Design Consultants	\$50.00	\$52.00	\$54.00	\$55.00

1.3 In addition to professional fees, SFRTA will pay TCRPC, at direct cost without markup, reasonable and appropriate reimbursable expenses including, but not limited to, the following: printing and reproductions, i.e. blueprints, sepias, photocopies, plotting media, etc., computer and Computer Aided Design and Drafting (CADD) system costs, photographs, material and environmental laboratory tests, express delivery charges, permit fees and other expenses pre-approved in writing by SFRTA. Express delivery charges for TCRPC’s invoices are not reimbursable. Expenses resulting from delays or errors on the part of TCRPC will not be eligible for reimbursement. SFRTA will not pay TCRPC any expenses for travel or meals in Martin, St. Lucie, Indian River, Miami-Dade, Broward or Palm Beach Counties except as provided in paragraph 1.3.1. Reimbursable expenses will not be paid without the prior express written approval of the expenses by SFRTA.

1.3.1 Travel expenses for out of town personnel will be paid only with the prior express written consent of SFRTA and in accordance with the provisions of Chapter 112, Florida

Statutes. TCRPC shall submit an estimate of the travel expenses to the Project Manager for approval prior to incurring any travel expenses.

1.4 Each Work Order shall be a maximum not-to-exceed amount for professional fees with an estimate for reimbursable expenses. The agreed upon Work Order amount may not be exceeded without prior written approval.

1.5 SFRTA has the sole discretion to issue Work Orders for firm fixed price amounts for professional fees. Prior to issuing a Work Order with a firm fixed price, SFRTA and TCRPC shall establish a schedule of milestones and value for the work to be completed for each milestone. At SFRTA's direction, TCRPC shall be required to produce a cost loaded schedule for the Work Order. Monthly payment of the TCRPC's professional fees shall be determined by one of the following methods: (1) the value of work completed for each milestone, (2) the value of the work completed established in the cost loaded schedule, or (3) by the percentage of the work satisfactorily completed. Payment by the third method shall be a percentage of the firm fixed price. The percentage of the work satisfactorily completed shall be established by mutual agreement between the Project Manager and TCRPC, with approval of the Contract Administrator.

1.6 SFRTA shall pay TCRPC only the professional fees necessary to perform a specific Work Order and TCRPC shall not be paid by SFRTA for any business development costs incurred by TCRPC in preparing scopes of services, project budgets and other related tasks necessary for SFRTA to issue a Notice to Proceed and Work Order.

1.7 TCRPC shall make Application for Payment for work completed at intervals of not more than once a month or less than quarterly. TCRPC's application shall be in a form determined by the Project Manager and shall show a complete breakdown of the work components from the authorized Work Order, hours expended and hourly billing rates, and reimbursable expenses for which TCRPC expects to be paid, together with such supporting evidence as may be required by Project Manager. SFRTA shall pay the TCRPC all invoices or items set forth in such invoices which are not in dispute within forty-five (45) days after receipt of the invoices. Each Application for Payment shall be submitted to SFRTA's Accounts Payable Department.

1.9 Withholding Payment for Unsatisfactory Work. Should any defective or unsatisfactory work be discovered prior to the final acceptance, or should a reasonable doubt arise prior to the final acceptance as to the integrity of any part of the completed work, payments for such defective or questioned work shall not be allowed until the defect has been remedied and causes for doubt removed.

1.10 TCRPC's books and records shall be available at all reasonable times for examination and audit by SFRTA, state and federal auditors during the term of this Agreement and for a period of three (3) years thereafter. Incomplete or incorrect entries in such books and records will be grounds for disallowance by SFRTA of any fees or expenses based upon such entries.

1.11 The South Florida Regional Transportation Authority, during any fiscal year, shall not expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract.

## 1.12 Certification of Payment to Subcontractors

Prior to receipt of any progress (partial) payment, the TCRPC shall certify that all Subcontractors having an interest in the Contract have received their pro rata share of previous progress payments made to the TCRPC for all Work completed and materials furnished in the previous period. TCRPC shall provide this certification in the forms described in the below subparagraphs. SFRTA will not make any progress payments after the initial partial payment until the TCRPC certifies that it has disbursed to all Subcontractors having an interest in the Contract their pro rata shares of the payment it has previously received, unless the TCRPC demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both SFRTA and the affected Subcontractors. TCRPC shall obtain from the SUBCONTRACTOR an executed sworn Payment Certification Form and shall submit the form to SFRTA with each of the TCRPC's request for payment, with the exception of the first request for payment. The Subcontractor's failure to sign the Payment Certification Form and forward the form to the TCRPC immediately upon receipt of payment is sufficient grounds for SFRTA to suspend any further payments until certification is submitted. The TCRPC's failure to submit the Payment Certification Forms covering all payments made to Subcontractors, within 30 days after receiving progress payments, is sufficient grounds for SFRTA to suspend further payment until certifications are received. Within 30 days of the TCRPC's receipt of the progress payment or any other payments thereafter, except the final payment, the TCRPC shall pay all Subcontractors having an interest in the Contract their pro rata shares of the payment for all Work performed and materials furnished. SFRTA will honor an exception to the above when the TCRPC demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both SFRTA and the affected Subcontractors within said 30-day period.

1.12.1 The TCRPC shall submit one (1) original of a notarized Certificate of Disbursement of Previous Periodic Payment to Subcontractors (Exhibit E) with each application for payment except the first one submitted.

1.12.2 The TCRPC shall submit one (1) original of a notarized Subcontractor's Certificate of Previous Payment (Exhibit F) with each application for payment except the first one submitted.

1.15.12.3 When informed that SFRTA requires additional substantiating information, submit one (1) copy, with cover letter, showing application number and date, for each submittal of data justifying the line item amounts in question.

## **EXHIBIT “C”**

### **GENERAL TERMS AND CONDITIONS**

#### **1.1 ASSIGNMENT**

TCRPC shall not assign, transfer, convey, sublet or otherwise dispose of any resultant Agreement, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of SFRTA.

SFRTA may assign its rights and obligations under any resultant Agreement to any successor to the rights and functions of SFRTA or to any governmental agency to the extent required by applicable laws or governmental regulations all or part of the specified deliverable items as originally competed and evaluated to one or more third parties.

#### **1.2 LEGAL REQUIREMENTS**

TCRPC is required to be familiar and shall comply with all Federal, State and local laws, ordinances, rules, and regulations that in any manner affect or apply to the Work. Ignorance on the part of TCRPC shall in no way relieve TCRPC from responsibility

#### **1.3 PUBLIC DOCUMENTS**

TCRPC is hereby notified that compliance with Chapter 119, Florida Statutes, popularly known as the “Public Records Act” is required as it applies to work product and terms and conditions of this Agreement. TCRPC shall allow public access to all documents, papers, letters, or other material, subject to the applicable provisions of Chapter 119, Fla. Stat., and made or received by TCRPC in conjunction with the Agreement. Failure by TCRPC to grant such public access shall be grounds for immediate unilateral cancellation of the Agreement by SFRTA.

#### **1.4 NO FEDERAL GOVERNMENT OBLIGATIONS**

Although this Agreement is funded with Federal grant funds, absent the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to the TCRPC, or any other person other than SFRTA in connection with the performance of this Agreement. Notwithstanding any concurrence that may be provided by the Federal Government in or approval of any solicitation, or contract, the Federal Government has no obligations or liabilities to any party, including the TCRPC.

#### **1.5 RIGHTS IN TECHNICAL DATA**

1.5.1 All documents and materials prepared or developed by TCRPC and its subcontractors pursuant to this Agreement shall become the property of SFRTA without restriction or limitation on their use and shall be made available upon request to SFRTA at any time. Original copies of such shall be delivered to SFRTA upon completion of the services or termination of the services. TCRPC shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of SFRTA, except when used for the following purposes: (a) amending or adopting TCRPC’s Strategic Regional Policy Plan; (b) the preparation of and inclusion in local government planning documents; and (c) other purposes in furtherance of Transit/TOD objectives. The TCRPC agrees to notify SFRTA when it intends to use the material for the purposes outlined in (a) through (c).

1.5.2 No material or technical data prepared by TCRPC under this Agreement is to be released by TCRPC to any other person or agency except as necessary for the performance of the services. All press releases or information to be published in print or electronic media, shall be distributed only after first being authorized by SFRTA.

1.5.3 SFRTA shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so.

1.5.4 TCRPC shall agree to grant to SFRTA and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, and use as they deem fit all technical data covered by copyright supplied for this Agreement. No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for SFRTA to use in the manner herein described.

1.5.5 TCRPC warrants that the deliverables specified in the Scope of Work (Exhibit A), as it may be amended from time to time, that are to be produced by TCRPC under this Agreement shall be produced without infringement by TCRPC of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against SFRTA claiming it or TCRPC infringed upon a patent or copyright in the production of deliverables in the Scope of Work, TCRPC shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by SFRTA, and indemnify and hold harmless SFRTA, its subsidiaries, agents and employees from all liability, damages, costs, and expenses associated therewith, including, without limitation, defense costs and attorney fees.

## **1.6 SUCCESSORS AND ASSIGNS**

Subject to other provisions hereof, Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

## **1.7 GOVERNING LAW**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

## **1.8 NO WAIVER**

The failure of SFRTA to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

## **1.9 JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.



## **1.10 ATTORNEY'S FEES**

In the event it shall become necessary for either party to this Agreement to institute legal proceedings against the other party for specific performance or for recovery of any amounts due and owing under this agreement, then in such event, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs, including reasonable attorneys' fees, of pre-suit collection attempts, suit, and post judgment or settlement collection including those incurred on appeal.

## **1.11 RELATIONSHIP OF THE PARTIES**

Except as set forth herein, no party to this agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party. The TCRPC is and shall be in the performance of all work, services, and activities under this agreement independent, and not an employee, agent, or servant of SFRTA. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the TCRPC's sole discretion, supervision, and control. The TCRPC shall exercise control over the means and manner in which it and its employees perform the work, and in all respect the TCRPC's relationship and the relationship of its employees to SFRTA shall be that of an independent contractor and not as employees or agent.

## **1.12 CONTINGENT FEE**

TCRPC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the TCRPC, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the TCRPC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the making of this agreement. For the breach or violation of this provision, SFRTA shall have the right to terminate the agreement without liability at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

## **1.13 TRUTH IN NEGOTIATING**

Execution of this Agreement by the TCRPC shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which SFRTA determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this agreement.

## **1.14 CONFLICT**

Where there is a conflict between any provision set forth within this agreement and a more stringent state or federal provision that is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

## **1.15 OWNERSHIP OF DOCUMENTS**

All tracings, plans, specifications, maps and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become property of SFRTA without restriction or limitation on their use, and shall be made available upon request to SFRTA at any time. TCRPC therefore agrees not to publish, copyright or patent any of the data furnished in compliance with the Agreement. SFRTA shall have the right to visit the offices of TCRPC for review of such data at any time. TCRPC shall not be liable for use by SFRTA of said tracings, plans, specifications, documents, studies, or other data for any purpose other than intended by the terms of the Agreement Documents

## **1.16 FEDERAL REQUIREMENTS**

TCRPC shall at all times comply with all applicable FTA regulations, policies, procedures and directives. TCRPC's failure to so comply shall constitute a material breach of this agreement.

**1.16.1 Drug free Workplace.** The TCRPC shall comply with the terms of the State of Florida and the U.S. DOT regulations for Drug free Workplace Requirements, 49 C.F.R. Part 29, Subpart F.

**1.16.2 Debarment and Suspension.** The TCRPC shall comply with U.S. DOT regulations, "Government wide Debarment and Suspension" (Non-procurement). This requirement shall pass to any and all subcontractors engaged to perform services under the Agreement.

**1.16.3 Program Fraud and False or Fraudulent Statements or Related Acts.** The TCRPC acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying agreement, the TCRPC certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the TCRPC further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the TCRPC to the extent the Federal Government deems appropriate.

The TCRPC also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the TCRPC, to the extent the Federal Government deems appropriate.

The TCRPC agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**1.16.4 Lobbying.** The TCRPC shall comply with the terms of 31 U.S.C. Section 1352, which prohibits the use of Federal funds for lobbying any official or employee of any Federal agency, or member or employee of Congress. The TCRPC shall disclose any lobbying of any official or employee of any Federal agency, or member or employee of Congress in connection with this Project. THE AGREEMENT EXPRESSLY PROHIBITS LOBBYING. The TCRPC agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20. This requirement shall pass to any and all subcontractors engaged to perform services under the Agreement.

**1.16.5 Interest of Members of or Delegates to Congress.** In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

**1.16.6 Organizational Conflict of Interest.** Prior to entering into this Agreement, the TCRPC is required to inform SFRTA of any real or apparent organizational conflict of interest. Such

organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the TCRPC, or may impact the TCRPC's objectivity in performing the contract work. In addition, the TCRPC shall not take any position that may be considered adverse to the SFRTA in any way without the SFRTA's written prior approval.

1.16.7 Civil Rights. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the TCRPC agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. In addition, the TCRPC agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the TCRPC agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The TCRPC agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the TCRPC agrees to comply with any implementing requirements FTA may issue.

Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the TCRPC agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the TCRPC agrees to comply with any implementing requirements FTA may issue.

Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the TCRPC agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the TCRPC agrees to comply with any implementing requirements FTA may issue.

The TCRPC also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.16.8 Clean Air. The TCRPC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The TCRPC agrees to report each violation to SFRTA and understands and agrees that SFRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA

Regional Office. The TCRPC also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.16.9 Clean Water. The TCRPC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The TCRPC agrees to report each violation to TCRA and understands and agrees that TCRA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

1.16.10 Retention & Access to Records. The TCRPC agrees to provide TCRA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the TCRPC which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts and transcriptions. TCRPC also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO TCRPC access to TCRPC's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The TCRPC agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The TCRPC agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case TCRPC agrees to maintain same until SFRTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

1.16.11 Energy Conservation. The TCRPC agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.16.12 Buy America Requirements. The TCRPC agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver have been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

TCRPC must submit to SFRTA the appropriate Buy America certification on FTA funded contracts, except those subject to a general waiver.

1.16.13 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by

reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The TCRPC shall not perform any act, fail to perform any act, or refuse to comply with any SFRTA requests which would cause SFRTA to be in violation of the FTA terms and conditions.

#### **1.17 SEVERABILITY**

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of the Agreement shall be construed to be in full force and effect.

**EXHIBIT “D”**

**INSURANCE CERTIFICATES AND ADDITIONAL INSURED ENDORSEMENT**



**Exhibit "E"**

**Certificate of Disbursement of  
Previous Periodic Payment to Subcontractors**

Contract No. \_\_\_\_\_ Date \_\_\_\_\_

Contract Name \_\_\_\_\_

Period of Work Invoiced For: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

The Firm for the above referenced contract, hereby certifies that all subcontractors and vendors having interest in this contract have received their pro rata share of all previous periodic payments made to date by SFRTA for all work, materials and equipment furnished under the contract.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
(Signature of Authorized Representative)

NOTARY STATEMENT  
STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ who is personally known to me or who has  
produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_



**Exhibit "F"**

**Subcontractor's Certificate of Previous Payment**

Note: The Prime Firm shall attach this statement to current payment invoices, completed by each Subcontractor whose work appears on the previous payment invoice.

KNOW ALL MEN BY THESE PRESENTS, That (name) \_\_\_\_\_  
representing \_\_\_\_\_, whose  
address is \_\_\_\_\_, with the  
title of \_\_\_\_\_, whom after being first duly sworn, upon oath  
deposes and says that pursuant to the provisions of the contract for:

CONTRACT NAME: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

that all monies due him, as of \_\_\_\_\_ which is the date of the previous payment made by  
(Date)

SFRTA to TCRPC, in accordance with the agreed upon payment schedule, have been paid to  
him by \_\_\_\_\_, the Firm.

NOTARY STATEMENT  
STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ who is personally known to me or who has  
produced \_\_\_\_\_ as identified and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: MAY 25, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular

JOINT PARTICIPATION AGREEMENT (JPA) FM #422517-1-94-01  
CONTRACT # AOR24 WITH THE STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION FOR FINAL DESIGN OF  
IMPROVEMENTS AT 79<sup>TH</sup> STREET TRI-RAIL/METRORAIL TRANSFER STATION

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA), FM #422517-1-94-01 Contract # AOR24 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT) for Transportation Regional Incentive Program (TRIP) funds, in the amount of \$182,000 for final design of pedestrian/ADA improvements at the 79<sup>th</sup> Street Tri-Rail/Metrorail Transfer Station.

SUMMARY EXPLANATION AND BACKGROUND:

Staff anticipates using this \$182,000 of TRIP funds, along with SFRTA's required match of \$182,000 to fund a three (3) year contract with a General Engineering Consultant (GEC) for final design expenses associated with proposed patron access/mobility improvements at the 79<sup>th</sup> Street Tri-Rail/Metrorail Transfer Station.

Staff is requesting Board approval of the JPA (Exhibit 1) between the SFRTA and FDOT to secure the \$182,000 in TRIP funds for final designs of improvement to the 79<sup>th</sup> Street Tri-Rail/Metrorail Transfer Station.

(Continued on Page 2)

Department: Planning & Capital Development  
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Chris Bross

FISCAL IMPACT: The TRIP funds are currently available and will increase the SFRTA's Fiscal Year 2006-07 Capital Budget by \$182,000

EXHIBITS ATTACHED: Exhibit 1 – Joint Participation Agreement

JOINT PARTICIPATION AGREEMENT (JPA) FM #422517-1-94-01  
CONTRACT # AOR24 WITH THE STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION FOR FINAL DESIGN OF  
IMPROVEMENTS AT 79<sup>TH</sup> STREET TRI-RAIL/METRORAIL TRANSFER STATION

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Recommended by: Daniel Mapp 5/17/07  
Department Director Date

Approved by: N/A  
Procurement Director Date

Authorized by: J. Grulutti 5/17/07  
Executive Director Date

Approved as to Form by: \_\_\_\_\_  
General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No

James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No

John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Josephus Eggelton \_\_\_\_\_ Yes \_\_\_\_\_ No

George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No

Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No

Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

JOINT PARTICIPATION AGREEMENT (JPA) FM #422517-1-94-01  
CONTRACT # AOR24 WITH THE STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION FOR FINAL DESIGN OF  
IMPROVEMENTS AT 79<sup>TH</sup> STREET TRI-RAIL/METRORAIL TRANSFER STATION

---

Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Procurement Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form by  5/16/07  
General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No

James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No

John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Josephus Eggelation \_\_\_\_\_ Yes \_\_\_\_\_ No

George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No

Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No

Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

RECEIVED

APR 23 2007

SFRTA

Exhibit 1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC TRANSPORTATION  
03/07  
Page 1 of 14

Financial Project No.: <u>42251719401</u> (item-segment-phase-sequence)	Fund: <u>TRIP LF</u>	FLAIR Approp.: <u>088808</u>
Contract No.: <u>AOR24</u>	Function: <u>639</u>	FLAIR Obj.: <u>750021</u>
CFDA Number: <u>N/A</u>	Federal No.: <u>N/A</u>	Org. Code: <u>55062020629</u>
	DUNS No.: <u>79-387-1992</u>	Vendor No.: <u>F650002789001</u>
	CSFA Number: <u>55021</u>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority  
800 NW 33rd Street Ste 100 Pompano Beach 33064  
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before JUNE 30, 2009 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 339.2819  
Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide Department Transportation Regional Incentive Program (TRIP) funding to SFRTA (Tri-Rail) for final design expenses associated with proposed patron access/mobility improvements at the 79th Street Tri-Rail/Metrorail Transfer Station. State Participation Rate is 50% of eligible expenses.

and as further described in Exhibit(s) A,B,C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

## 2.00 Accomplishment of the Project

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ 364,000. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 182,000 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage :** Retainage ☐ is ☒ is not applicable. If applicable, N/A percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

## **6.00 Project Budget and Payment Provisions:**

**6.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

**6.20 Payment Provisions:** Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

## **7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

**7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**7.60 Audit Reports:** In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**7.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

## **7.62 Audits:**

**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II State Funded:** If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### **Part III Other Audit Requirements**

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### **Part IV Report Submission**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.621 of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

FDOT D6-Public Transportation Office  
1000 NW 111th Avenue RM 6114  
Miami FL 33172

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

C Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.621 of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

FDOT D6-Public Transportation Office  
1000 NW 111th Avenue RM 6114  
Miami FL 33172

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

FDOT D6-Public Transportation Office  
1000 NW 111th Avenue RM 6114  
Miami FL 33172



3. Copies of financial reporting packages required by Section 7.622 of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:  
FDOT D6-Public Transportation Office  
1000 NW 111th Avenue RM 6114  
Miami FL 33172
  - B. The Auditor General's Office at the following address:  
  
Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.623 of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - A. The Department at each of the following addresses:  
FDOT D6-Public Transportation Office  
1000 NW 111th Avenue RM 6114  
Miami FL 33172
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**7.63 Record Retention:** The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

**7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

**7.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

## **8.00 Requisitions and Payments:**

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District SIX (6) Public Transportation Office 1000 NW 111th Avenue RM 6114 MIAMI, FL, 33172 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

**8.11** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

**8.12** Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

**8.13** For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein;  
or

**8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**8.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**8.30 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

#### **9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**9.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

**11.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

#### **12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**12.31 DBE Policy:** It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

**12.32 DBE Obligation:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

**12.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

**13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**13.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

**13.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**13.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**13.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

#### **14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**14.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**14.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**14.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**14.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**14.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

**16.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

**17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**17.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before JUNE 30, 2009. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Secretary or Designee. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

**18.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

**19.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**21.00 Restrictions on Lobbying:**

**21.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**21.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

**22.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

**23.00 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**24.00 Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.



Financial Project No. 42251719401  
Contract No. AOR24  
Agreement Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

South Florida Regional Transportation Authority  
AGENCY NAME

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE



FDOT

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

Director, Transportation Development-D6  
TITLE

Financial Project No. 42251719401

Contract No. AOR24

Agreement Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

**AGENCY**

South Florida Regional Transportation Authority  
AGENCY NAME

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**FDOT**

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

Director, Transportation Development-D6  
TITLE



The job FI989RPR; user I.D.  
FI989RP <MVS@DOT>

04/17/2007 03:19 PM

To PT629EC@dot.state.fl.us

cc

bcc

Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT AOR24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #AOR24 Contract Type: AH Method of Procurement: G  
Vendor Name: SFRTA  
Vendor ID: VF650002789001  
Beginning date of this Agmt: 06/15/07  
Ending date of this Agmt: 06/30/09  
Contract Total/Budgetary Ceiling: ct = \$182,000.00

Description:

SFRTA-Final Design of pedestrian/ADA improvements @ 79th Street  
Tri-Rail/Metrorail Station. 50% State Participatiion Rate.

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS  
\*\*\*\*\*

Action: ORIGINAL Funds have been: APPROVED

55 062020629 \*PT \*750021 \* 182000.00 \*42251719401 \*639 \*  
2007 \*55100100 \*088808/07  
0001 \*00 \*0001/04

-----  
TOTAL AMOUNT: \*\$ 182,000.00 \*  
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FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 04/17/2007

FINANCIAL PROJECT NO. \_\_42251719401  
CSFA 55021  
CONTRACT NO. AOR24

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
800 NW 33<sup>RD</sup> STREET STE 100 POMPANO BEACH FL 33064

dated \_\_\_\_\_.

**PROJECT LOCATION:**

City of Hialeah/Miami-Dade County, Florida

**PROJECT DESCRIPTION:**

Provide Department Transportation Regional Incentive Program funding for the final design of pedestrian/ADA improvements at the 79<sup>th</sup> Street Metrorail/Tri-Rail Station. State Participation Rate is 50%.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in Paragraph 7.60 of the Agreement (see Exhibit "D") shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

**SPECIAL CONSIDERATIONS BY DEPARTMENT: None**

FINANCIAL PROJECT NO. 42251719401  
 CSFA 55021  
 CONTRACT NO. AOR24

**EXHIBIT "B"**  
**PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
800 NW 33<sup>RD</sup> STREET STE 100 POMPANO BEACH FL 33064

dated \_\_\_\_\_.

**PROJECT COST:**

Final Design Expenses for Pedestrian Access Improvements @  
 79<sup>th</sup> Street Metrorail/Tri-Rail Station

**\$364,000**

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**TOTAL PROJECT COST: \$364,000**

**II. PARTICIPATION:**

Maximum Federal Participation  
 FTA, FAA

(0%)

\$

Agency Participation  
 In-Kind  
 Cash  
 Other

(50%)

**\$182,000**

Maximum Department Participation,  
 Primary

(DS)(DDR)(DIM)(PORT)(TRIP) (50%)

or

**\$182,000**

Federal Reimbursable (DU)(CM)(DFTA or

\$

Local Reimbursable (DL)

( ) % or

\$

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**TOTAL PROJECT COST \$364,000**

CONTRACT NO. \_\_\_\_\_ AOR24 \_\_\_\_\_

**(GENERAL - with Safety Requirements)**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and \_\_\_\_\_

800 NW 33<sup>RD</sup> STREET STE 100 POMPANO BEACH FL 33064

dated \_\_\_\_\_.

## Safety Requirements

- Fixed Guideway System - (new) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule Chapter 14-15.017, Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

## Other Requirements

The Agency must submit an invoice to the Department no later than one hundred and twenty days (120) after the period of services covered by said invoice. Failure to submit invoice in a timely manner **will result in non-payment** by the Department.

The Agency shall obtain prior written concurrence from the Department for any third party purchases exceeding \$10,000. Failure to obtain prior written concurrence **will result in non-payment** by the Department.

This project shall be conducted in accordance with the guidance for the Department's Rail Development Program.

Agency shall provide District Office with quarterly progress reports addressing progress made on the project. Failure to provide quarterly reports will delay invoice payments to the Agency.

Funds encumbered for this contract **will be forfeited** if not expended by March 31 of the fifth fiscal year following the fiscal year of encumbrance. Forfeiture of said funds **may further result in termination or avoidance of the contract.**

Department funding is provided solely for the final design of pedestrian access/ADA improvements at the 79<sup>th</sup> Street Metrorail/Tri-Rail Station. Eligible project costs are limited to engineering and other directly related consultant expenses (except travel) for final design work. No other costs incurred by the Agency shall be reimbursed by the Department.

## EXHIBIT D

725-030-06  
PUBLIC TRANSPORTATION  
04/06

**Financial Project No. 42251719401**  
**CSFA No. 55021**  
**Contract No. AOR24**

**FEDERAL** and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

**NOTE:** Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

### **FEDERAL RESOURCES**

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
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#### Compliance Requirements

- 1.
- 2.
- 3.

### **STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
FDOT	55.021 RAIL DEVELOPMENT GRANTS	\$182,000

#### Compliance Requirements

1. In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.
2. To develop and implement a rail program designed to ensure the proper maintenance, safety, revitalization, and expansion of the rail system to assure its continued and increased availability to respond to statewide mobility needs. The goal shall address providing an interconnected transportation system to Florida's economy.
3. All projects must be consistent, to the maximum extent feasible with the approved local government comprehensive plans of the units of local government in which the project is located. (Section 341.052(2),(c), Florida Statutes)
4. The department may fund for capital assistance up to:  
50 percent of the nonfederal and nonprivate share of the costs of any eligible railroad capital improvement project that is local in scope. 100 percent of the cost of any eligible railroad capital improvement project that is statewide in scope or involves more than

**EXHIBIT D**

**Financial Project No. 42251719401**  
**CSFA No. 55021**  
**Contract No. AOR24**

one county if no other governmental unit of appropriate jurisdiction exists. 100 percent of the costs of any railroad capital improvement project involving the acquisition of rights-of-way for future transportation purposes. Departmental fund participation in such project shall be credited as part of the appropriate share of the participation by the department in total project cost for any future project involving such rights-of-way.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.
- 3.

**NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.**



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: MAY 25, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular

PALM BEACH COUNTY'S TRANSIT-ORIENTED DEVELOPMENT  
CONCURRENCY AMENDMENT TO ITS COMPREHENSIVE PLAN

REQUESTED ACTION:

MOTION TO APPROVE: South Florida Regional Transportation Authority (SFRTA) Governing Board Resolution No. 07-04 in support of Palm Beach County's Transit-Oriented Development (TOD) Concurrency Amendment to its Comprehensive Plan for TOD Projects and Planning at the Boca Raton Tri-Rail Station and other Tri-Rail Stations in Palm Beach County.

SUMMARY EXPLANATION AND BACKGROUND:

On April 18, 2007, the Palm Beach County Board of County Commission unanimously approved the first reading of an Amendment to its Comprehensive Plan related to concurrency standards for TOD in Palm Beach County. The Amendment will serve to define TOD, identify specific TOD design standards, and establish a lower traffic concurrency level-of-service for TOD projects in Palm Beach County (up to 30% above a "D" Level of Service)

The Amendment seeks to promote the placement of development that is located within walking distance from Tri-Rail stations, and to further integrate these stations within their neighborhoods. A mix of commercial, office and residential uses in close proximity to the stations means that more residents will have the option of either living near their transit stop, using Tri-Rail for entertainment, and/or taking more desirable jobs anywhere along the Tri-Rail corridor. The placement and mix of uses near Tri-Rail stations is expected to ultimately reduce car trips on roads near the train stops.

It is the recommendation of the SFRTA Property Committee that the SFRTA Governing Board adopt a Resolution supporting Palm Beach County's TOD Concurrency Amendment to its Comprehensive Plan for TOD Projects and Planning at Tri-Rail Stations in Palm Beach County. Final approval of the Amendment is anticipated for late Summer 2007.

Department: Planning & Capital Development  
Project Manager: Loraine K. Cargill

Department Director: Daniel R. Mazza P.E.  
Procurement Director: Chris Bross

FISCAL IMPACT:    N/A

EXHIBITS ATTACHED:    Exhibit 1 - Resolution No. 07-04  
                                    Exhibit 2 – Palm Beach County Land Use Plan Amendment

PALM BEACH COUNTY'S TRANSIT-ORIENTED DEVELOPMENT  
CONCURRENCY AMENDMENT TO ITS COMPREHENSIVE PLAN

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Recommended by: Daniel Mayge 5/17/07 Approved by: N/A  
Department Director Date Procurement Director Date

Authorized by: J. J. [Signature] 5/17/07 Approved as to Form by: \_\_\_\_\_  
Executive Director Date General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Commissioner Josephus Eggelton	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	Bill T. Smith	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No		

Tracking No. \_\_\_\_\_  
Page 2

AGENDA ITEM NO.

PALM BEACH COUNTY'S TRANSIT-ORIENTED DEVELOPMENT  
CONCURRENCY AMENDMENT TO ITS COMPREHENSIVE PLAN

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Recommended by: \_\_\_\_\_ Approved by: \_\_\_\_\_  
Department Director Date Procurement Director Date

Authorized by: \_\_\_\_\_ Approved as to Form by: \_\_\_\_\_  
Executive Director Date General Counsel Date

 5/16/07  
General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No

James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Josephus Eggleston \_\_\_\_\_ Yes \_\_\_\_\_ No

Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No

Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No

John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No

George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No

Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
RESOLUTION NO. 07-04**

**RESOLUTION SUPPORTING PALM BEACH COUNTY'S TRANSIT  
ORIENTED DEVELOPMENT ("TOD") CONCURRENCY AMENDMENT  
TO ITS COMPREHENSIVE PLAN FOR TOD PROJECTS AND  
PLANNING AT TRI-RAIL STATIONS IN PALM BEACH COUNTY;  
PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE  
DATE**

WHEREAS, the South Florida Regional Transportation Authority ("SFRTA") is a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 343; and

WHEREAS, the integration of land use and transportation planning has been shown to increase transit ridership; improve transit efficiency, effectiveness, and safety; enhance transportation mobility; promote sustainable development patterns; and improve the success of transit service; and

WHEREAS, "transit-oriented development," or TOD, is one means by which land use and transportation planning have been successfully integrated in conjunction with passenger transit service in the United States and internationally; and

WHEREAS, supporting and encouraging TOD projects and planning at Tri-Rail stations is a goal of the SFRTA; and

WHEREAS, TOD can be encouraged by supportive policies and regulations in local government plans, including comprehensive land use plans and land development codes; and

WHEREAS, Palm Beach County has recently developed and transmitted an amendment to its Comprehensive Plan to define TOD, identify specific TOD design standards, and establish a lower traffic concurrency level-of-service for TOD projects as defined and specified; and

WHEREAS, the Palm Beach County TOD amendment can become a regulatory incentive to encourage TOD projects and planning at Tri-Rail stations in Palm Beach County;

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BOARD OF THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY:

Section 1. The recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2. SFRTA hereby expresses its support for Palm Beach County's Transit Oriented Development ("TOD") Concurrency Amendment to its Comprehensive Plan for TOD Projects and Planning at Tri-Rail Stations in Palm Beach County.

Section 3. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 4. This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions herein are hereby superseded.

[Remainder of page left intentionally blank.]

The foregoing resolution was offered by Board Member \_\_\_\_\_, who moved its adoption. The motion was seconded by Board Member \_\_\_\_\_, and upon being put to vote, the votes were as follows:

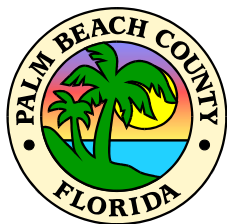
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Chairman

The Chairperson thereupon declared the resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)**

**By:** \_\_\_\_\_

**SFRTA Secretary**



## TEXT AMENDMENT AMENDMENT ROUND 07-1

**BCC TRANSMITTAL HEARING, APRIL 18, 2007**

### I. General Data

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<b>Project Name:</b>	<b>Transit Oriented Development Text Amendment</b>
<b>Request:</b>	<b>Text amendment to the Transportation Element, and the Future Land Use Element, of the Comprehensive Plan</b>
<b>Project Manager:</b>	Jorge Perez, AICP
<b>Staff Recommendation:</b>	Staff recommends <b><i>approval</i></b> based on the findings and conclusions presented in this report.
<b>Motion:</b>	To <b><i>transmit</i></b> the proposed amendment.

### II. Item Summary

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<b>Summary:</b>	<p>To hold a public hearing on the proposed text amendment to:</p> <ol style="list-style-type: none"> <li>1) Revise Policy 1.2-d of the Transportation Element to allow Transit Oriented Developments to be approved when roads and intersections operate at up to 30% above a D Level of Service (LOS).</li> <li>2) Revise Policy 2.4-d of the Future Land Use Element to further define the elements that qualify a development as Transit-Oriented, including: site planning, parking, mix of uses, master planning, and certain uses.</li> </ol> <p>The specific proposed revisions are reflected in Exhibit 1, which will become the exhibit of the adopted ordinance.</p>
<b>ULDC:</b>	<p>Currently, all fixed-route station areas are located within incorporated Palm Beach County. Municipalities wishing to create a Station Area Master Plan would adopt their transit-oriented Land Development Regulations prior to Master Plan approval by Palm Beach County. There will be no impacts to Palm Beach County's ULDC as a result of this amendment.</p>

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### **III. Hearing History**

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**Local Planning Agency:** Scheduled for 4/13/07

**Board of County Commissioners Transmittal Public Hearing:**

**The Department of Community Affairs:**

**Board of County Commissioners Adoption Public Hearing:**

### **IV. Background/History**

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Palm Beach County provides its residents and visitors with several types of public transportation- from on-demand service to rail transit, there are various alternatives to automobile use. Within the county's municipalities, there are six (6) Tri-Rail stations serving the east portion of the county.

Currently, rail transit operates largely as a "park and ride" facility, where users' end destinations are far from the Tri-Rail stations. The proposed text amendment seeks to promote the placement of development that is located within walking distance from the Tri-Rail station, to further integrate these stations with the neighborhoods in which they are located. A mix of commercial, office and residential uses in close proximity to the stations means that more residents will have the option of either living near their transit stop, using Tri-Rail for entertainment, and/or taking more desirable jobs anywhere along Tri-Rail stations. The placement and mix of uses near rail stations is expected to ultimately reduce car trips on roads near the train stops. In the shorter term, the language proposed would allow these uses to impact the adjacent road network up to 30% above the adopted Level of Service (LOS). Additionally, the amendments proposed here are in conjunction with amendments proposed or adopted in other jurisdictions served by Tri-Rail, ensuring a system-wide approach to integrating rail transit with land uses.

It is important to note the FDOT Strategic Intermodal System has been recently expanded to include all roadways connecting to Tri-Rail stations (termed "short connectors"), which has moved regulatory concurrency to FDOT. FDOT is currently developing appropriate concurrency criteria to address TOD projects developed at Tri-Rail stations that may impact these connectors.



## V. Data and Analysis

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### A. Consistency with the Comprehensive Plan

The following objective and policies from the Transportation Element are relevant to the proposed amendment:

**Policy 1.1-h:** The County shall maintain a level of service, for the purpose of concurrency management, that requires mass transit services be available to accommodate a minimum of ½% of the total trip demands.

**Policy 1.2-d:** The Board of County Commissioners finds that under certain limited circumstances dealing with transportation facilities, countervailing planning and public policy goals may come into conflict with the requirement that adequate public facilities be available concurrent with the impacts of such development. The Board of County Commissioners further finds that under certain circumstances, lower level of service standards for specific roadway segments and intersections are appropriate. Consequently, this policy provides for lower transportation facilities level of service standard for certain purposes on roadway segments and intersections:

1. For the public purpose of allowing public and private schools (whose primary purpose is to provide kindergarten, elementary, or high school education) to be constructed, the level of service standard permitted on affected segments and intersections shall be up to 30% above the LOS D volume on those segments and intersections.
2. There is a public purpose to allowing hospital (as defined in Article 1 of the Unified Land Development Code) and hospital-related uses to be constructed or expanded on the original campus or on parcels contiguous to the campus which shall provide interconnectivity. In these cases, the level of service standard permitted on affected segments and intersections shall be up to 30% above the LOS D volume on those segments and intersections. Any project utilizing this exception and significantly impacting Strategic Intermodal System (SIS) facilities shall be required to address its impacts on SIS facilities pursuant to ULDC.

**Policy 1.2-m:** The City of West Palm Beach Transportation Concurrency Exception Area (TCEA) is hereby established and designated as shown on TE Map 15.1 and TE Map 15.2 in the Map Series (additional maps of the TCEA can be found in the Support Document Figures TE-S 6.1 and TE-S 7.1), subject to: 1) the City maintenance of a residential/non-residential ratio minimum, 2) City participation/ support of motor vehicle capacity increases as indicated in the City's TCEA and the applicable portions of Section II.A.6.d.6 of the Support Document, and 3) the following sub-policies: [9J-5.0055(6)]

1. Palm Beach County shall evaluate the annual reports of the City of West Palm Beach's Traffic Management System (TMS) and the Buildable Areas Monitoring Table and other appropriate materials as provided by the TCEA policies identified in the various elements of the City's Comprehensive Plan, and determine conformance with the TCEA policies of the City's and the

County's Comprehensive Plans and Section II.A.6.d.6 of the County's Support Document.

By May 2000, the City shall develop a Traffic Management System (TMS) for the purpose of monitoring motor vehicle operations within the Downtown. The City shall prepare an annual report to determine the necessary measures to effectively manage vehicular traffic operations and evaluate the Traffic Management System. The City shall distribute the report to the Florida Department of Community Affairs, Palm Beach County, and other interested agencies, within three months of the anniversary of the effective date of the TCEA. Based on the results of the traffic monitoring report, the City will pursue strategies including, but not limited to, the following:

- a. change motor vehicle signalization devices;
  - b. promote public transit services;
  - c. encourage transportation mode options
  - d. implement an employer-based Transportation Demand Management (TDM) activities;
  - e. develop a centrally-managed system of strategically located parking facilities; and
  - f. facilitate capital projects and street modifications in keeping with the Transportation Vision
2. Five years from the effective date of the City's TCEA, the City shall achieve a built ratio of residential to non residential development of no less than the 1995 ratio of .33 (the baseline ratio). If the built ratio is lower than .33 at that time, no building permits shall be issued for new development (not including renovation) in downtown which represent a ratio lower than the next baseline, until such time that a recalculation of built units and floor space yields at least a built ratio of .33.

Every two years ("reporting period") following the fifth year from the effective date of the City's TCEA, the City shall increase its baseline ratio by .03 until the baseline ratio is .46 by the year 2010. Thereafter, .46 will be the baseline ratio. If the baseline ratio is not met by the end of each reporting period, then no building permits shall be issued for new development in downtown which represent a ratio lower than the next baseline ratio, until such time that a recalculation of built units and floor space yields at least the baseline ratio. This annual report shall be based on total built units as of one month prior to the end of the reporting period.

3. In the event Palm Beach County determines that the City has not complied with the TCEA policies of the City's and the County's Comprehensive Plans and Section II.A.6.d.6 of the County's Transportation Element Support Document, the County's Comprehensive Plan policies creating the TCEA will be re-evaluated.
4. In the event the City seeks to reduce the number of lanes on Okeechobee Boulevard from Tamarind Avenue to Dixie Highway, a CRALLS designation will be required.

**Policy 1.2-o:** The Unified Land Development Code (ULDC) shall contain provisions to exempt developments located within urban infill, urban redevelopment, existing urban service, or downtown revitalization areas which pose only special part-time demands on the transportation system from the transportation concurrency requirements.

**Policy 1.2-p:** The County shall include provisions in the ULDC which may allow a project to be exempted from transportation concurrency requirements provided that the project otherwise is consistent with the adopted Comprehensive Plan and demonstrates that it will promote public transportation pursuant to ss.163.3180(5)(b) F.S, and 163.3164(28) F.S. The following criteria shall be used to determine compliance with the statute for this exception:

1. All projects must be located within the County's Urban/Suburban Tier and be adjacent to (i.e., abutting or separated only by other public or governmental rights-of-way) the Tri-County Commuter Rail Authority line, or be adjacent to a street which is served by Palm Tran; and
2. All projects shall provide a site to Tri-Rail at the project site adjacent to the Tri-Rail tracks for a station platform, ticket booth, parking for at least 400 automobiles. When a project is not adjacent to Tri-Rail, it shall provide a bus stop facility capable of handling two or more Palm Tran buses at a time with a covered waiting area of sufficient size to accommodate at least 10% of its employees; and
3. The project shall provide a financial incentive in the form of a subsidy of at least 50% of the annual ticket cost to at least 15% of the persons employed at the project site for riding Tri-Rail and/or Palm Tran to and from the project site a minimum of 200 working days per year. As an alternative, the development may provide equivalent funds directly to Palm Tran to subsidize this service; and
4. The project shall provide a ride-sharing information service to persons employed at the project site; and
5. The project shall provide emergency transportation to those employees using mass transit, ride sharing, or other alternative modes of transportation (i.e. bicycles or pedestrian); and
6. The project shall apply access management techniques along all roadways fronting the project; and
7. The project shall provide external pedestrian access to the project, as well as an internal pedestrian system, accommodating persons with disabilities, as well as persons using alternative modes of transportation to the automobile; and
8.
  - a. Projects which promote economic development through job creation shall, at a minimum, be of 200 acres in size, and create, at project build-out, an estimated 5,000 jobs at the project site; or,
  - b. Projects developed by a not-for-profit agency in order to provide essential public services shall, at a minimum, be of 20 acres in size, and create, at build-out, an estimated 2,000 jobs at the project site; and

9. The project may be a mixed-use project, incorporating residential and/or commercial components. However, in no event shall residential and/or commercial retail uses combine to comprise more than 45% of the gross floor area; and
10. The project shall not be located within the Coastal High Hazard Area.

Projects utilizing this exemption may be required to provide roadway, intersection, and/or signalization improvements to minimize their impact on the road network. They shall also provide a transportation analysis that illustrates their impact on the Florida Intrastate Highway System to ensure that those impacts are considered in the approval process.

**Policy 1.3-b:** Transportation Systems Management (TSM) strategies that include optimization of traffic signal systems, turning lanes, ridesharing and other innovative transportation system management activities shall continue to be implemented by the appropriate agencies within Palm Beach County. *[9J-5.019(4)(c)7 F.A.C.]*

**Policy 1.3-c:** The County shall coordinate transportation demand management strategies with land use strategies. Examples include density and intensity of land uses, parking supply and increasing transit attractiveness. *[9J-5.019(4)(c)6 F.A.C.]*

**Policy 1.3-d:** The County shall promote programs which reduce per capita vehicle miles traveled (VMT) and discourage single occupant vehicle trips, recognizing that these programs assist in reducing the overall air quality emissions. This can be accomplished through supporting Tri-Rail, bicycling, alternative fuels, ridesharing, alternative work hour programs, public transit, parking management and other transportation control measures. *[9J-5.019(4)(c)6 F.A.C.]*

**Policy 1.3-h:** Palm Beach County shall consider intermodal terminals and access to intermodal facilities, where applicable, in its assessment of future transportation needs within Palm Beach County. *[9J-5.019(4)(c)14 F.A.C.]*

**Policy 1.4-f(2):** The County, through the MPO, shall give priority to capacity increases required to complete the Interstate Highway System and to other projects in urban areas that integrate and improve access to multiple modes of transportation.

**Policy 1.4-h:** The County shall discourage the use of dead-end streets, loop streets, and oversized blocks in favor of through-streets and shorter blocks; provide cut-throughs for pedestrian access to transit; and promote landscaping of rights-of-way. *[9J-5.019(4)(c)5 F.A.C.] [9J-5.019(4)(c)12 F.A.C.]*

**Policy 1.5-c:** Palm Tran shall continue to provide and plan for bus service to Tri-Rail stations and to major traffic generators and attractors in the County. *[9J-5.019(4)(c)8 F.A.C.] [9J-5.019(4)(c)14 F.A.C.]*

**Policy 1.5-d:** The County (through Palm Tran) shall consider increasing the number of park-and-ride facilities and increasing the number of buses connecting to Tri-Rail as means to encourage greater use of mass transit. *[9J-5.019(4)(c)8 F.A.C.] [9J-5.019(4)(c)14 F.A.C.]*

**Policy 1.5-j:** The County (through Tri-Rail and its coordination with the MPO) shall continue to design and implement a program of incentives to encourage the use of rail

modes of transportation. The measurement of the success would be through increased usage of the rail modes of transportation.

**Policy 1.5-k:** Tri-Rail and Palm Beach County (through participation on Tri-Rail's governing board) shall regularly coordinate and analyze all reviews of ridership, revenues and costs, and user characteristics relative to the operations of Tri-Rail to determine the feasibility of expanding service.

**Policy 1.5-l:** Palm Beach County shall seek to achieve consistency and coordination between the South Florida Rail Corridor's Double Track Master Plan and this Comprehensive Plan. *[9J-5.019(4)(c)11 F.A.C.]*

**Policy 1.9-j:** As development occurs, the County shall improve pedestrian linkages between residential and non-residential developments as well as connections within neighborhoods by: 1) increasing the number and quality of pedestrian paths or sidewalks; 2) eliminating physical barriers; and 3) locating transit stops within easy walking distance to all residences. *[9J-5.019(4)(c)5 F.A.C.]*

**Policy 1.9-k:** The County shall encourage the design of mixed use and multi-use developments and planned developments to be of a pedestrian scale and design by incorporating transit stops and sidewalk connections that follow the accepted general threshold for pedestrian access: 1) approximately five minutes walking time or 2) one quarter mile of distance walked. *[9J-5.019(4)(c)5 F.A.C.] [9J-5.019(4)(c)9 F.A.C.]*

**Policy 1.9-l:** For new residential developments, the County shall encourage cut-through linkages for pedestrian and bicycle access to transit. The County shall also encourage developers of new master plans to include specific circulation planning for pedestrian and bicycle access. *[9J-5.019(4)(c)5 F.A.C.]*

**Policy 1.13-m:** By January 2000 the County shall consider adopting Transit Oriented Development (TOD) guidelines that will be consistent with the County's growth management efforts. *[9J-5.019(4)(c)5 F.A.C.] [9J-5.019(4)(c)12 F.A.C.]*

## **B. FUTURE LAND USE ELEMENT**

**Policy 1.2-l:** The Unified Land Development Code shall be amended to require that new development or redevelopment of non-residential uses within the Urban/Suburban Tier strengthen the relationship among buildings and their relationship to the street, where appropriate. This shall be accomplished to increase transit accessibility, pedestrian orientation, and promote creation of community spaces through consideration of the elements listed below.

1. Utilize building mass, placement, and orientation, build-to lines and setbacks to increase walkability, provide spatial definition along streets, and create squares or greens at a human scale;
2. Create a distinct sense of identity and delineate the pedestrian system within and along public spaces and streets thereby encouraging pedestrians to walk between stores and other uses. This may be accomplished by placing human-scaled elements, such as light fixtures, casual seating, gathering spaces, water features, statuary, and landscaping;
3. Link the commercial center to adjacent land uses, provide convenient access to transit stops and off-site pedestrian and bicycle systems; and,

4. For new commercial areas, the amount of parking in the front of the building shall be limited to strengthen the relationship of the building to the street; provide for the dispersal of parking shared between adjacent businesses; and, reduce the number of curb cuts and expansive surface parking areas.

**Policy 2.4-d:** By December 2007, the Planning Division shall develop criteria to encourage Transit Oriented Developments to be located within a reasonable walking distance of a fixed transit node to increase the use and efficiency of mass transit.

### **C. DATA AND ANALYSIS**

As indicated in the report, the proposed change will allow for a lower traffic level of service standard for the construction of Transit Oriented Development (TOD) in areas where otherwise construction would not be permitted due to traffic constraints.

The proposed amendment will modify Transportation Element Policy 1.2-d to establish a lower level of service for roadways and intersections that might be affected by the construction of TOD projects. Specifically, the policy will establish a lower level of service standard up to 30% over the Level of Service D for affected intersections, for the purpose of allowing TOD developments to be constructed.

Construction of development that supports the use of rail transit may cause additional traffic impacts (where volumes are at or above capacity). When those impacts affect roadways and intersections that are working at capacity or over capacity, the development must seek a modified LOS from the Board of County Commissioners. Requesting an amendment to lower the LOS for roadways and intersections, affected by a TOD, is a lengthy process and can delay the construction schedule, or lead to auto-oriented development. The proposed amendment attempts to address the need to provide this essential public service.

Regarding impacts of specific developments, the impact will not be quantified until a specific TOD project comes through the concurrency system for specific approvals. The proposed policy, therefore, is general in nature so that TOD Station Area Master Plans can utilize it in order to provide an essential public service.

## **VI. Public And Municipal Review**

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**Intergovernmental Plan Amendment Review Committee (IPARC):** Notification of this amendment was sent to the Palm Beach County Intergovernmental Plan Amendment Review Committee (IPARC) for review on January 26, 2007. IPARC, of which Palm Beach County is a participating member, functions as a clearing-house for plan amendments. Additionally, county staff held meetings in February of 2007 to receive further input from IPARC members. In addition to staff conversations at several meetings, staffs from the Town of Lantana, the Village of Wellington, and the Florida Department of Transportation (FDOT) submitted written comments regarding the importance of increased cooperation between Palm Beach County and the municipalities where the first TOD Station Area Master Plans would be located.

**Other Notice: N/A**

## **VII. Assessments and Conclusions**

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The Palm Beach County Comprehensive Plan currently recognizes that schools and hospitals are essential services that must be provided in centrally located areas. Transportation and transit facilities are also elements that are essential to support the growth the county has experienced in recent years. The proposed text amendment would encourage pedestrian-friendly, sustainable projects to be built on or around Tri-Rail stations, up to a time when the Level of Service (LOS) of nearby roads are 30% above the minimum LOS. It is expected that the proposed provisions will result in jobs, residences and shopping destinations located within walking distance of the Tri-Rail stations, indirectly reducing vehicular trips and increasing the ridership of transit systems throughout the county.

### **Attachments**

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Proposed Text Revisions (Exhibit 1)

11

TCRPC DRAFT Study of Land Uses Around Tri-Rail stations

## Exhibit 1

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### A. Transportation Element, Lower Traffic LOS for Transit Oriented Development

**REVISIONS:** To change language in Policy 1.2-d in order to establish a lower level of service standard on intersections for transit oriented developments. The text changes are shown in underlined for new text and ~~strike through~~ for text proposed to be deleted.

\* \* \* \* \*

1. **REVISED Policy 1.2-d:** The Board of County Commissioners finds that under certain limited circumstances dealing with transportation facilities, countervailing planning and public policy goals may come into conflict with the requirement that adequate public facilities be available concurrent with the impacts of such development. The Board of County Commissioners further finds that under certain circumstances, lower level of service standard for specific roadway segments and intersections are appropriate. Consequently, this policy provides for lower transportation facilities level of service standard for certain purposes on roadway segments and intersections:

1. For the public purpose of allowing public and private schools (whose primary purpose is to provide kindergarten, elementary, or high school education) to be constructed, the level of service standard permitted on affected segments and intersections shall be up to 30% above the LOS D volume on those segments and intersections.
2. There is a public purpose to allowing hospital (as defined in Article 1 of the Unified Land Development Code) and hospital-related uses to be constructed or expanded on the original campus or on parcels contiguous to the campus which shall provide interconnectivity. In these cases, the level of service standard permitted on affected segments and intersections shall be up to 30% above the LOS D volume on those segments and intersections. Any project utilizing this exception and significantly impacting Strategic Intermodal System (SIS) facilities shall be required to address its impacts on SIS facilities pursuant to ULDC.
3. **ADDITION** For the public purpose of allowing Transit Oriented Development to be constructed, the level of service standard permitted on affected segments and intersections shall be up to 30% above the LOS D volume on those segments and intersections. Transit Oriented Development shall be those areas planned according to a Station Area Master Plan as this term is outlined in Policy 2.4-d.

\* \* \* \* \*

### B. Future Land Use Element

\* \* \* \* \*

2. **REVISED Policy 2.4-d:** ~~DELETE By December 2007, the Planning Division shall develop criteria to encourage Transit Oriented Developments to be located within a reasonable walking distance of a fixed transit node to increase the use and efficiency of~~



~~mass transit.~~ **ADDITION** The County shall encourage Transit Oriented Development (TOD) that shall provide an alternative mixed-use development pattern within a ¼ mile radius of rail or light rail transit nodes. Transit Oriented Development may be allowed in all commercial, residential and institutional land use categories in the Urban/Suburban Tier. This pattern is an alternative to piecemeal, parcel-based development, and shall allow for a wide range of commercial and institutional uses, functionally integrated with residential uses, and shall include a concentrated area for retail, professional offices and services, cultural, and housing opportunities. Incorporated areas seeking to make use of revised Policy 1.2-d(3) of the Transportation Element shall do so by implementing the following strategies as part of their respective Comprehensive Plans and Land Development Regulations to the satisfaction of Palm Beach County.

A. TOD projects shall employ the following strategies:

1. Promote the optimum use of transit nodes by assuring the orderly development of land in Transit Oriented Development areas and improving access for pedestrians and vehicles alike.
2. Accommodate the needs of residents and workers in the vicinity of Transit Oriented Development areas.
3. Provide for the incidental shopping needs of transit riders at transit nodes.
4. Create a “park once” environment for all Transit Oriented Development, by providing retail commercial uses and professional office/services that contribute to a self-sufficient community, and that are directly linked to other Transit Oriented Developments.

B. TOD Projects shall be designed utilizing the principles of traditional urban design addressing Streets and Blocks, Parking, Buildings, Mix of Uses, and a TOD Station Area Master Plan as described below:

1. Streets and Blocks. Properties developed as transit-oriented developments shall include a continuous public street network whereby streets are:
  - a. Designed with the inclusion of sidewalks and bicycle/pedestrian amenities to encourage walking and bicycle use;
  - b. Provide for efficient connections between buildings and the public realm. Said connections shall be accomplished by using the following: lighting for pedestrians/bicycles, weather protection at transit stops, sidewalks, covered corridors, raised pavers through parking lots, bollards, architectural elements, pocket parks/open space, and the like;
  - c. New sidewalks shall meet ADA requirements, and provide year-round functional connections to improved Rights-of-Way;
  - d. Designed for on-street parking and other traffic calming measures;

- e. Provide for flexibility in land development regulations in order to create a pedestrian-friendly urban environment between buildings and roads;
  - f. Provide for public and private landscaping in order to create microclimates that further encourage pedestrian activity within transit areas and nodes;
  - g. Designed to accommodate feeder buses and trolleys. The perimeter of individual blocks shall not exceed 1800 linear feet, and individual block faces shall not exceed 600 feet, exclusive of alleyways serving primarily deliveries and garbage collection purposes.
  - h. Stand-alone automobile uses such as fueling stations, car and truck washes, and large parking lots are discouraged, unless designed in a manner to support adjacent development and providing clear, efficient pedestrian connection to adjacent roads and sidewalks. This provision shall not deem existing auto-oriented uses as non-conforming if said uses were legally conforming on the effective date of this chapter.
2. Parking. To maximize pedestrian circulation, off-street surface parking areas within transit-oriented developments shall be limited to not more than ten percent of the gross developable area. Surface parking areas shall be located either mid-block (behind buildings) or in small parking lots. Large expanses of surface parking are prohibited. This goal may be achieved through the following strategies:
- a. Establish land development regulations providing for maximum parking allotments and maximum surface parking allotments, in order to encourage use of transit;
  - b. Allow for the reduction in current parking requirements in order to maximize usable floor space in proximity to transit areas and nodes;
  - c. Encourage shared parking lots for those uses which are likely to demand parking spaces at different times of day;
  - d. Structured parking lots are encouraged whenever they are located mid-block, behind buildings, and/or lined with uses friendly to pedestrians and/or residential uses.
3. Buildings. The placement and design of buildings in transit-oriented developments is critical to the success of the pedestrian environment. The fronts of buildings and their main entrances shall be placed along streets to enhance the walkable pedestrian environment, and building fronts shall face other building fronts. All buildings shall contain no fewer than two stories of occupiable space. In mixed-use buildings, ground floor occupiable space shall be dedicated predominately for active uses, including retail or office uses, while upper floors shall contain predominately office and residential uses.

4. Mix of Uses. Transit-oriented development provides employment opportunities, residential space, and retail areas. For projects to qualify for TOD designation, a mixture of these uses shall be located within the  $\frac{1}{4}$ -mile radius of the station to provide around-the-clock amenities for residents, employees, and visitors. Accordingly, in the absence of an adopted Station Area Master Plan, each individual transit-oriented development project must include a land use mix of as described below.
  - a. Not less than 30% of the total square footage of the TOD shall be dedicated to residential uses.
  - b. Residential densities shall be no less than 10 dwelling units per acre, and shall be calculated based on the total acreage of each individual project involving residential space.
  - c. Not less than 20% of the total residential units of the TOD shall be designated for workforce housing.
  - d. While Floor-Area Ratios (FAR) and lot coverage percentages are not specified in this section, buildings are encouraged to be compact in footprint and shall contain no fewer than two (2) stories in order to provide room for future expansion or new construction on the same site. Minimum FARs, where applicable, shall be defined within the respective municipality's Land Development Regulations.
5. TOD Station Area TOD Master Plan. A transit-oriented development shall meet the requirements contained in Policy 2.4-d, be part of a Station Area TOD Master Plan, and be developed in an interactive public process and approved by the respective local government(s) and Palm Beach County.
  - a. A TOD Station Area Master Plan shall be incorporated by reference into the Palm Beach County Comprehensive Plan through the following process. A municipality encompassing a fixed-route station shall propose a Station Area Master Plan by submitting a preliminary plan to the Florida Department of Transportation (FDOT), the Treasure Coast Regional Planning Council (TCRPC), Palm Beach County staff, and other regional and federal agencies with jurisdiction over the area of the master plan. Comments received during the preliminary proposal shall be addressed in the municipality's adoption of the Station Area Master Plan into said municipality's Comprehensive Plan and/or Land Development Regulations. A subsequent final submission, meeting all requirements of Policy 2.4-d, shall then be filed with Palm Beach County to incorporate the Station Area Master Plan by reference after due public hearings and other processes.
  - b. The TOD Station Area Master Plan shall extend at least a quarter-mile radius from the station location and graphically depict the locations of the transit station, roadways, buildings, public spaces,

and civic spaces within a half-mile radius of the transit station. This radius may be expanded according to parcel size, ownership pattern, and the presence of supporting transit modes such as: fixed-route buses, and Rapid Bus Transit (RBT).

- c. The TOD Station Area Master Plan shall include an aerial photograph depicting all uses within a one-mile radius of the station, including major employers, residential developments, institutional/educational uses, and entertainment destinations.
- d. The TOD Station Area Master Plan shall indicate a mix of residential, commercial, retail, office, flex space, public and civic spaces. Examples of public spaces shall include parks, plazas, and greens. Examples of civic spaces shall include police stations, and all other areas, enclosed or exterior, that provide public services to residents and visitors alike.
- e. The TOD Station Area Master Plan shall include a market analysis and potential aggregated development program illustrating a preferred mix of uses to assist in the evaluation of individual TOD projects within the station area.
- f. No less than 5% of the total developable square footage of the TOD shall be dedicated to usable public space such as parks, plazas, greens, etc.
- g. No less than 2% of the total square footage of the TOD shall be dedicated to civic uses, such as police stations, intermodal transfer facilities.
- h. The TOD Station Area Master Plan shall graphically demonstrate an interconnected transportation network that efficiently and effectively links rail stations, bus stops, bike paths, sidewalks, buildings and open spaces in a cohesive manner.

## **TCRPC DRAFT Study of Land Uses Around Tri-Rail stations**

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SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: MAY 25, 2007

AGENDA ITEM REPORT

☐ Consent    ☒ Regular

CITY OF BOCA RATON - MULTIMODAL TRANSPORTATION DISTRICT

REQUESTED ACTION:

MOTION TO APPROVE: South Florida Regional Transportation Authority (SFRTA) Governing Board Resolution No. 07-05 in support of the City of Boca Raton efforts to establish a Multimodal Transportation District (MMTD).

SUMMARY EXPLANATION AND BACKGROUND:

On December 13, 2005, the City of Boca Raton (City) adopted the Evaluation and Appraisal Report Amendments to the City's Comprehensive Plan and identified that Mobility was the major issue facing the City in the future. The solution to address Mobility was to create one or more Multi-Modal Transportation Districts (MMTDs) within the City. Pursuant to statutory requirements, the City must amend its Comprehensive Plan by September 2007 to address this major issue. The City is therefore moving aggressively to create a city-wide MMTD and is seeking partners as part of its efforts.

The MMTD is designed to (1) promote orderly, well-designed development that focuses on accessibility and mobility for all users of the City's transportation system; (2) identify the Boca Raton Tri-Rail station as a key multi-modal component; and (3) shift the City's transportation planning focus to improving personal mobility (walking and bicycling) with secondary consideration given to providing roadway capacity.

Mr. Carmen Annunziato, Planning and Zoning Director with the City of Boca Raton will provide the SFRTA Governing Board with a brief presentation of the City's MMTD initiative.

It is the recommendation of the SFRTA Property Committee that the SFRTA Governing Board adopt a Resolution in favor of the City's proposed MMTD.

Department: Planning & Capital Development  
Project Manager: Loraine K. Cargill

Department Director: Daniel R. Mazza P.E.  
Procurement Director: Chris Bross

FISCAL IMPACT:    N/A

EXHIBITS ATTACHED:    Exhibit 1 - Resolution No. 07-05

CITY OF BOCA RATON - MULTIMODAL TRANSPORTATION DISTRICT

Recommended by: Daniel Maza 5/17/07 Approved by: N/A  
Department Director Date Procurement Director Date

Authorized by: J. J. S. 5/17/07 Approved as to Form by: \_\_\_\_\_  
Executive Director Date General Counsel  
Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Commissioner Josephus Eggelton	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	Bill T. Smith	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No		

Tracking No. \_\_\_\_\_  
Page 2

AGENDA ITEM NO. \_\_\_\_\_

**CITY OF BOCA RATON - MULTIMODAL TRANSPORTATION DISTRICT**

Recommended by: \_\_\_\_\_ Approved by: \_\_\_\_\_  
Department Director Date Procurement Director Date

Authorized by: \_\_\_\_\_ Approved as to Form by: \_\_\_\_\_  
Executive Director Date General Counsel  
Date

**Board Action:**

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

**Amended Motion:**

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Commissioner Josephus Eggleston	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	Bill T. Smith	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No		



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
RESOLUTION NO. 07-05**

**RESOLUTION SUPPORTING THE CITY OF BOCA RATON'S EFFORTS  
TO ESTABLISH A MULTIMODAL TRANSPORTATION DISTRICT  
("MMTD") ; PROVIDING FOR SEVERABILITY; AND PROVIDING AN  
EFFECTIVE DATE**

WHEREAS, the South Florida Regional Transportation Authority ("SFRTA") is a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 343; and

WHEREAS, multi-modal transportation systems have been shown to enhance transit ridership and improve transportation mobility in areas served by those systems by balancing land use and transportation needs; and

WHEREAS, Florida Statutes allow local governments to establish "multimodal transportation districts," or MMTDs, whereby primary priority is placed upon "assuring a safe, comfortable, and attractive pedestrian environment with convenient interconnection to transit;" and

WHEREAS, the establishment of an MMTD requires local governments to designate an MMTD area in its comprehensive plan and adopt community design features that reduce vehicular usage while supporting an integrated multimodal transportation system, typically including emphasis on mixed-use activity centers, connectivity of streets and land uses, transit-friendly design features, and accessibility to alternative modes of transportation; and

WHEREAS, the City of Boca Raton is in the process of creating a city-wide MMTD designed to (1) promote orderly, well-designed development that focuses on accessibility and mobility for all users of the City's transportation system; (2) identify the Boca Raton Tri-Rail station as a key multi-modal component; and (3) shift the City's transportation planning focus to improving personal mobility, with secondary consideration given to providing roadway capacity, with linkages to a complementary urban form designed to make walking, bicycling, and using transit more convenient and comfortable; and

WHEREAS, the adoption and implementation of an MMTD in the City of Boca Raton that includes the Boca Raton Tri-Rail station area will improve the efficiency, effectiveness, and success of Tri-Rail service in the City;

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BOARD OF THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY:

Section 1. The recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2. SFRTA expresses its support for the efforts of the City of Boca Raton to establish a Multimodal Transportation District (“MMTD”).

Section 3. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 4. This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions herein are hereby superseded.

[Remainder of page left intentionally blank.]

The foregoing resolution was offered by Board Member \_\_\_\_\_, who moved its adoption. The motion was seconded by Board Member \_\_\_\_\_, and upon being put to vote, the votes were as follows:

Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Chairman

The Chairperson thereupon declared the resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)**

**By:** \_\_\_\_\_

**SFRTA Secretary**

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: MAY 25, 2007

AGENDA ITEM REPORT

☐ Consent    ☒ Regular

MANGONIA PARK TRI-RAIL STATION LEASE AND EASEMENT AGREEMENT

REQUESTED ACTION:

- A. MOTION TO APPROVE: Terminating lease negotiations with Don King (DK) Arena.
- B. MOTION TO DIRECT: Staff to request a dedication of the seven acres currently used for parking at the Mangonia Park Tri-Rail Station.

SUMMARY EXPLANATION AND BACKGROUND:

On October 17, 1995, the South Florida Regional Transportation Authority (SFRTA) entered into a 10 year Lease and Easement Agreement (Lease) with Investment Corporation of Palm Beach (d/b/a Palm Beach Jai Alai) for approximately 7.1 acres of land to be used as parking at the Mangonia Park Station and an additional 1.1 acres for access rights to the station.

On June 17, 1999, the Palm Beach Jai Alai property (approximately 52 acres) was sold to Henrietta Realty Corporation and the Lease and Easement Agreement was assigned to Henrietta Realty through an Assignment and Assumption Agreement with SFRTA. The property was later transferred as a gift to DK Arena, Inc., a wholly owned subsidiary of Don King Productions, Inc.

In 2003, SFRTA staff attempted to negotiate a new Lease with DK Arena, Inc. since the terms of the Lease were expiring. SFRTA was not successful in reaching an agreement with DK Arena, despite several meetings over a two year period. Accordingly, on October 17, 2005, the Lease expired by its own terms and the tenancy converted to a month-to-month tenancy, terminable by either party with 30 days notice.

(Continued on Page 2)

Department: Planning & Capital Development  
Project Manager: Loraine Kelly-Cargill

Department Director: Daniel R. Mazza P.E.  
Procurement Director: Chris Bross

FISCAL IMPACT:    N/A

EXHIBITS ATTACHED:    Exhibit 1 - Lease and Easement Agreement  
                                  Exhibit 2 - Proposed Site Plan  
                                  Exhibit 3 - Memorandum of Potential Issues

MANGONIA PARK TRI-RAIL STATION LEASE AND EASEMENT AGREEMENT

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SUMMARY EXPLANATION AND BACKGROUND: (Continued)

On December 1, 2006, DK Arena, Inc. contacted SFRTA to again discuss negotiating terms for a new lease. The new lease agreement would be in conjunction with DK Arena, Inc.'s sale of the property to FRI Investors. FRI Investors proposes to develop a 600,000 square foot office and industrial development utilizing about 38 acres of the site and providing SFRTA with approximately 3.1 acres or 240 parking spaces for the Mangonia Park Tri-Rail Station

Attached as Exhibit 1 is the owner's best and final offer as to a new lease for the Mangonia Park Tri-Rail Station. The Lease provides for a 10-year term with five options to renew for 10 years each. Accordingly, should SFRTA wish, the total term would be 60 years. There would be no rent charged for SFRTA's use of the land.

The existing parking at the Mangonia Park Tri-Rail Station provides for about 270 spaces and future needs are about 450 according to the draft SFRTA Parking Study (coming to Property Committee as a separate item). FRI is proposing to reduce the parking area from about 7 acres to 3.1 acres and provide only 240 spaces. Staff estimates the demand for parking will exceed the 240 spaces in 3-5 years.

If the smaller parking area is accepted by SFRTA, structured parking is likely to be required in the future to meet demand. FRI Investors currently proposes to lease, not sell, SFRTA the parking area, which is inconsistent with a major SFRTA investment in a parking structure on the property.

Another major issue to be resolved for SFRTA is identifying funds sufficient to build the new parking lot in accordance with the new site plan proposed by FRI Investors (see Exhibit 2.) If SFRTA agrees to accept the 240 space parking facility, the total cost of construction, including design, is estimated to be approximately \$1.2 million. Additionally, SFRTA is obligated to pay for its proportionate share of costs and expenses assessed against the parking parcel. These expenses will be assessed by the "to be created Property Owner's Association." This cost is currently unknown but will be based upon a square footage calculation (see Exhibit 3). At this time, SFRTA has identified a shortfall of approximately \$500,000 towards the cost of construction.

On February 23, 2007, the SFRTA Governing Board delegated this item to the Property Committee for a 90-day review period to consider all options available to the Agency for use of the site. On May 11, 2007, the Property Committee moved to recommend terminating negotiations with Don King Arena and to direct staff to request a dedication of the parcel required for parking at the Mangonia Park Tri-Rail Station.

MANGONIA PARK TRI-RAIL STATION LEASE AND EASEMENT AGREEMENT

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Recommended by: Daniel Mays 5/17/07 Approved by: N/A  
Department Director Date Procurement Director Date

Authorized by: J. G. Smith 5/17/07 Approved as to Form by: \_\_\_\_\_  
Executive Director Date General Counsel  
Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Commissioner Josephus Eggleston	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	Bill T. Smith	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No		

MANGONIA PARK TRI-RAIL STATION LEASE AND EASEMENT AGREEMENT

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Recommended by: \_\_\_\_\_ Approved by: \_\_\_\_\_  
Department Director Date Procurement Director Date

Authorized by: \_\_\_\_\_ Approved as to Form: \_\_\_\_\_ Date: 5/17/07  
Executive Director Date General Counsel

Board Action:

Approved: \_\_\_\_ Yes \_\_\_\_ No

Vote: \_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	____ Yes ____ No	Commissioner Jeff Koons	____ Yes ____ No
James A. Cummings	____ Yes ____ No	John Martinez	____ Yes ____ No
Commissioner Josephus Eggelation	____ Yes ____ No	George A. Morgan, Jr.	____ Yes ____ No
Marie Horenburger	____ Yes ____ No	Bill T. Smith	____ Yes ____ No
Neisen Kasdin	____ Yes ____ No		

**MANGONIA PARK STATION**  
**LEASE AND EASEMENT AGREEMENT**

THIS MANGONIA PARK STATION LEASE AND EASEMENT AGREEMENT (this "Lease Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between DK ARENA, INC., a Delaware corporation, having a mailing address of 501 Fairway Drive, Deerfield Beach, Florida 33441 ("**Landlord**") and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 343, having a mailing address of 800 N.W. 33rd Avenue, Pompano Beach, Florida 33064 ("**Tenant**").

**RECITALS**

**WHEREAS**, Landlord owns the real property graphically depicted on the site plan attached as Exhibit "A" (hereinafter referred to as the "Main Parcel"); and

**WHEREAS**, the Florida Department of Transportation ("FDOT") owns a right-of-way formerly used by CSXT Railroad for the railroad tracks that are located adjacent on the northern boundary to the Main Parcel (hereinafter referred to as the "South Florida Rail Corridor Parcel"); and

**WHEREAS**, Tenant, as the operator of a commuter rail service pursuant to an agreement with FDOT, constructed a new station, including a passenger loading platform and other improvements, within the South Florida Rail Corridor Parcel (the "Mangonia Park Station"); and

**WHEREAS**, Tenant has been using a portion of the Main Parcel for parking for the Mangonia Park Station pursuant to that certain lease between Investment Corporation of Palm Beach d/b/a Palm Beach Jai Alai, as landlord, and Tenant, as tenant, recorded in Official Records Book 14177, Page 21, of the Public Records of Palm Beach County, Florida, and assigned to Henrietta Realty Corporation, as landlord, said lease having expired pursuant to its terms (the "Expired Lease"); and

**WHEREAS**, Landlord has acquired title to the Main Parcel from the previous landlord; and

**WHEREAS**, the parties hereto have agreed to enter into this Lease Agreement, under which Tenant will lease the real property more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Parking Parcel"), with the further understanding that the Landlord may slightly alter the perimeter boundary lines of the Parking Parcel (except for the northeasterly perimeter boundary line which is contiguous to the South Florida Rail Corridor Parcel), provided that such alterations shall not affect the number of parking spaces, the bus access drive, the sidewalks graphically depicted on the Site Plan ( as defined below) or access to the Parking Parcel upon giving written notice of such alteration to Tenant pursuant to the terms of this Lease Agreement and Tenant will be allowed non-exclusive access to and from the Parking Parcel over the real property more particularly described in Exhibit "C" attached hereto and made a part hereof (the "Access Easement"), with the further understanding that Landlord may relocated the



Access Easement, from time to time, upon giving written notice of such relocation to Tenant pursuant to the terms of this Lease Agreement ; and

**WHEREAS**, the Tenant has agreed to reimburse FRI for the costs and expenses associated with constructing the improvements on the Parking Parcel in accordance with the site plan attached hereto as Exhibit "D" (the "Site Plan").

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Recitals**. The parties hereto agree that the foregoing recitals are true and correct, and are hereby incorporated into this Lease Agreement and made a part hereof..

2. **Lease**. Landlord, its successors and assigns hereby demises and leases unto Tenant, its successors and assigns for the consideration and upon the terms and conditions herein set forth, the Parking Parcel.

3. **Lease Term**. To have and to hold the Parking Parcel, unto Tenant, its successors and assigns, upon the covenants and agreements herein set forth, commencing upon the later to occur of: (i) the acquisition of the Main Parcel (less the Parking Parcel) by FRI Investors, Inc., a Florida corporation or its approved assignee ("FRI") or (ii) upon the date that the last party executes this Lease Agreement and ending ten (10) years thereafter (the "Lease Term"), unless extended as provided below or unless sooner terminated pursuant to this Lease Agreement. The parties hereto agree to execute a Memorandum of Lease in the form attached hereto as Exhibit "E" and made a part hereof, which Memorandum of Lease shall be recorded in the Public Records of Palm Beach County, Florida. This Lease Agreement shall not be recorded in the Public Records Palm Beach County, Florida.

4. **Renewal Term**. Tenant, its successors and assigns, shall give written notice to Landlord, or its successors and assigns, no later than six (6) months prior to the expiration of the applicable Lease Term (each, a "Renewal Notice" and collectively the "Renewal Notice(s)") should Tenant desire to extend the Lease Term for five (5) additional successive ten (10) year terms ("each, a Renewal Term" and collectively the "Renewal Terms"). Upon extension, all of the same terms and conditions of this Lease Agreement shall apply to the Renewal Term(s). Further, if this Lease Agreement is extended, the right to use the Access Easement shall continue for the Lease Term, without requiring any further action of any party. Upon Tenant's request, if this Lease Agreement is extended, Landlord shall execute a Memorandum in recordable form evidencing such extension(s). Should Tenant fail to give the Renewal Notice(s), Landlord, its successors and assigns, shall give Tenant written notice that it failed to send the Renewal Notice(s) (the "Reminder Notice") and Tenant shall have forty-five (45) business days after receiving the Reminder Notice to notify Landlord or its successors and assigns as to whether Tenant desires to renew the Lease for such Renewal Term. If Tenant fails to notify Landlord or its successors and assigns of its intent to renew this Lease Agreement within forty-five (45) business days of receiving the Reminder Notice, then this Lease Agreement shall terminate upon expiration of the Lease Term and the parties shall be released from all liabilities hereunder (the Lease Term, together with the Renewal Term(s) shall hereinafter be collectively referred to as the "Term").

5. **Rent.** Landlord acknowledges and agrees that the existence of a train station adjacent to the Main Parcel will benefit the operation of Landlord's business to be conducted on the Main Parcel. As a result and in consideration of such implicit value, Tenant shall not be required to pay normal monthly rent, except for the following charges: (i) the cost of Tenant's insurance premium (as provided in Paragraph 13 below), (ii) taxes assessed in connection with any activities on the Parking Parcel; provided, however, that the Tenant will not be obligated to pay for the real property taxes in connection with the Parking Parcel, and (iii) the proportionate share of the costs and expenses assessed against the Parking Parcel by the property owner association for the Main Parcel (the "Association"), and FRI shall provide to the Tenant the estimated Budget for the current year prior to the execution of this Lease Agreement.

6. **Construction of the Parking Parcel.** Upon commencement of this Lease Agreement, FRI shall, at Tenant's sole cost and expense, immediately commence, and shall diligently pursue until completion, the construction of the improvements on the Parking Parcel in accordance with the Site Plan attached hereto as ("Tenant's Work"). Tenant shall not make any revisions whatsoever to the Site Plan without first obtaining Landlord's written approval, which may be withheld in Landlord's sole discretion. Tenant shall, at its sole cost and expense, obtain all governmental permits, approvals, authorizations and entitlements required for Tenant's Work. It is understood that Tenant shall be solely responsible for payment of any and all fees, tariffs, taxes and other charges which may be levied or assessed by any governmental or quasi-governmental agency or utility company in connection with issuance of any such permits, including, without limitation, building permit, plan check, inspection, and utility connection..

7. **Temporary Parking During Construction.** Landlord acknowledges and agrees that Tenant must continuously operate its business within the South Florida Rail Corridor Parcel during the construction of Tenant's Work. As a result, Landlord hereby grants a temporary license to Tenant during the time period required by FRI to complete the Tenant's Work (the "Temporary Term") over that portion of the Main Parcel more particularly described on Exhibit "F" attached hereto and made a part hereof (the "Temporary Parking Parcel"). Landlord shall at all times during the Temporary Term provide Tenant with at least one hundred twenty-five (125) regular parking spaces.

8. **Use of Parking Parcel and Construction of Improvements.** The Parking Parcel shall be used for parking and uses related to operation of a train station, including a roadway on the Parking Parcel to provide access to the South Florida Rail Corridor Parcel. Tenant shall maintain, repair, repave, re-stripe reconstruct and otherwise keep in good and usable condition parking spaces, driveways, parking areas, curbs, landscaping, lighting, signage and other improvements on the Parking Parcel, at Tenant's cost and expense. During the Term of this Lease Agreement, Tenant shall have the right to hookup to any utilities on the Parking Parcel, subject only to the requirements (if any) of such utility. Tenant may (but shall not be required to) install improvements at its own expense within the Parking Parcel that are related in Tenant's reasonable opinion to Tenant's operation of a train station, including without limitation, newsstands, elevators, bike lockers, lighting, restrooms, concession stands and kiosks. Tenant agrees to comply with all county and city regulations in constructing said improvements. Tenant may reconfigure the parking spaces in any way it chooses within the Parking Parcel or may construct any improvements relating to the use of the train station on the Parking Parcel in its sole discretion, provided that such reconfiguration and/or construction does not violate the regulations of the City

of Mangonia Park or Palm Beach County. Tenant shall have the exclusive right under this Lease Agreement to utilize the parking spaces contained within the Parking Parcel.

9. **Access Easement.** Landlord hereby grants, conveys and confirms to Tenant, its successors and assigns, for the use, benefit and enjoyment of Tenant, its successors and assigns, and its employees, invitees, patrons, customers, contractors, and guests, ingress and egress to the Parking Parcel over a non-exclusive easement for pedestrian and vehicular traffic (including buses) over the Access Easement, with the further understanding that: (i) the Landlord may relocate the Access Easement on the Main Parcel, upon giving written notice of such relocation to Tenant pursuant to the terms of this Lease Agreement, provided that such relocated Access Easement shall continue to allow the Tenant ingress and egress to the Parking Parcel on a non-exclusive basis, and if the Access Easement is relocated, the Landlord shall move and otherwise readjust the directional signs previously located in the Access Easement, as appropriate, and (ii) the Landlord hereby grants a temporary license to the Tenant to use the access easement described in the Expired Lease with the understanding that such license shall automatically expire and be of no further force and effect at such time as the Landlord provides access to the Tenant under the Access Easement. The Landlord shall not construct or allow any speed bumps or similar traffic calming devices in the Access Easement.

10. **Maintenance of Parking Parcel and Access Easement.**

(a) Maintenance of Access Easement: Landlord, its successors and assigns, shall maintain the Access Easement in good repair and condition. Such maintenance shall include repairs, rubbish removal, cleaning and sweeping and maintenance of all landscaping within the Access Easement.

(b) Maintenance of Parking Parcel: Tenant shall maintain the Parking Parcel in good repair and condition. Such maintenance shall include repairs, repaving, rubbish removal, maintenance of landscaping, cleaning and sweeping.

11. **Twenty-Four Hour Access.** Landlord agrees that Tenant, its successors and assigns, its employees, invitees, patrons, customers and guests shall have twenty-four hour, seven-day-a-week, access to Parking Parcel over the Access Easement, and Landlord will not erect or construct or permit to be erected or constructed on the Access Easement any obstruction which will in any way interfere with the free flow of traffic and any rights granted to Tenant under this Lease Agreement, except on a temporary basis in connection with making emergency repairs due to force majeure events, or in connection with the maintenance and repair of the Access Easement; provided, however, in the event of such maintenance and repair, the Landlord shall conduct such maintenance and repair so at least one access lane in the Access Easement is open at all times providing access to the Parking Parcel. Tenant shall have the right to control and prevent access on the Parking Parcel to all persons who in the reasonable judgment of Tenant are detrimental to the safety of its patrons.

12. **Signage.** Landlord hereby grants, conveys and confirms to Tenant, its successors and assigns, the right to: (i) utilize the two (2) concrete monument signs presently located near 45th Street near the current entrance to the Main Parcel (the "Existing Entrance Walls"), with the further understanding that the Existing Entrance Walls may be relocated to another location

mutually acceptable to Landlord and Tenant, and (ii) install signage identifying Tenant's name and directional signage at a location within the Access Easement, provided, however, that such signage is of a type, size, and color acceptable to the Landlord and in compliance with the code requirements of Mangonia Park, and that the location of such signage within the Access Easement is at a location acceptable to the Landlord. It shall be the Association's responsibility to maintain the monument signs and the directional signs not located on the Parking Parcel, including the repainting or remodeling of said signage, with the understanding that such costs will be part of the Association's annual budget.

13. **Insurance.** Tenant shall, during the Term hereof, provide Landlord with a certificate evidencing insurance coverage for comprehensive general liability insurance providing a coverage of not less than Ten Million Dollars (\$10,000,000.00) combined single limit, for the Parking Parcel Landlord shall carry at its own expense throughout the Term, comprehensive general liability insurance providing a coverage of not less than Ten Million Dollars (\$10,000,000.00) combined single limit; for the Main Parcel (less the Parking Parcel) provided, however, that the Landlord's insurance policy coverage may be provided pursuant to a policy secured by a property owner's association for the Main Parcel. All insurance required under this Lease Agreement shall be issued by insurance companies which are licensed to do business in the state of Florida and which are rated at least "A" by Best's Key Rating Guide and be reasonably acceptable to the other party. If at any time the Best's Key Rating Guide shall cease to be published, there shall be substituted therefore the most similar rating guide then published.

Each party shall be named an additional insured under the policy of the other and each policy shall provide a thirty (30) day notice of cancellation to the other.

Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by a matter or required hereunder to be covered in whole or in part by the liability insurance to be carried or in connection with any improvements on or activities conducted on the Main Parcel (excluding the Parking Parcel) as to the Landlord's insurance policy, and on the Parking Parcel as to the insurance policy to be provided by the Tenant, and waive any right of subrogation which might otherwise exist in or accrue to any person or account thereof, and evidence of such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage, except that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased costs, thereby keeping such release and waiver in full force in effect.

14. **No Brokers.** The parties warrant and represent to each other that there have been no brokers or finders involved in this transaction. The obligations of this paragraph shall survive the termination of this Lease Agreement.

15. **Attorney's Fees.** In the event of any dispute, which may arise concerning the terms or conditions of this Lease Agreement, the prevailing party in such dispute shall be entitled to recover all reasonable costs and expenses of such dispute, including, without limitation, its reasonable attorney's fees and costs incurred through all levels of appellate litigation.

16. **Successors and Assigns.** This Lease Agreement may be assigned or transferred by Tenant (upon providing written notice of such assignment or transfer to Landlord) to an governmental entity related to Tenant that assumes Tenant's responsibility in operating the Mangonia Park Station, without obtaining Landlord's consent. All other assignments or transfers shall require Landlord's consent, which shall not be unreasonably withheld.

17. **Captions.** The captions appearing in this Lease Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Lease Agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent exists.

18. **Termination of Lease Agreement.** The rights granted under this Lease Agreement shall automatically terminate upon termination or expiration of this Lease Agreement. Upon Tenant's written notice to Landlord that Tenant is terminating this Lease Agreement, this Lease Agreement shall automatically terminate. If Tenant exercises its right to terminate this Lease Agreement and if requested by Landlord, then Tenant shall execute a termination of this Lease Agreement in recordable form.

19. **Title Policy.** Simultaneously with the execution of this Lease Agreement by Tenant, Landlord shall provide a title insurance policy insuring the Tenant's leasehold estate in the Parking Parcel, pursuant to this Lease Agreement, as well as insuring access to the Parking Parcel pursuant to the Access Easement. Tenant shall pay for said title policy at the minimum promulgated rate, plus all abstracting fees (not to exceed \$500.00). Additionally, Tenant shall, if it desires, obtain a survey at its cost.

20. **Mechanics Liens.** Tenant shall not suffer, create or permit any mechanics liens or other liens to be filed against the Main Parcel (including the Parking Parcel and the Access Easement), by reason of any work, labor, services or materials supplied or claimed to have been supplied to Tenant, including Tenant's contractors, sub-contractors, agents or employees. If any such mechanics or laborers liens or materials liens shall be recorded against the Main Parcel (including the Parking Parcel or the Access Easement), due to work contracted for by Tenant or Tenant's contractors, sub-contractors, agents or employees, then within thirty (30) days after notice of filing thereof or within fifteen (15) days after Landlord advises Tenant in writing that Landlord has been served with such a complaint, whichever is earlier, Tenant shall cause such lien to be removed or will transfer the lien to bond. If Tenant in good faith desires to contest the lien, Tenant shall be privileged to do so, but in such case Landlord may in its sole discretion require that the lien be transferred to bond prior to contesting same.

In accordance with applicable provisions of Florida mechanic's lien law and specifically Florida Statutes Section 713.10, no interest of Landlord in the Main Parcel (including the Parking Parcel and the Access Easement), shall be subject to liens for improvements made by Tenant or caused to be made by Tenant hereunder, including Tenant's contractors, sub-contractors, agents and employees.

21. **Notices.** In the event any notices are to be delivered hereunder, said notice shall be effective upon receipt, if hand-delivered or sent by overnight, commercial courier or upon posting

in the United States Mail, certified mail, return receipt requested addressed to the parties as follows:

Landlord: 501 Fairway Drive  
Deerfield Beach, Florida 33441  
Attn: Charles Lomax

With a copy to: Thomas V. Eagan  
Squire, Sanders & Dempsey L.L.P.  
200 South Bayshore Blvd.  
Miami, Florida 33131

Tenant: South Florida Regional Transportation Authority  
800 Northwest 33rd Street, Suite 100  
Pompano Beach, Florida 33064

With a copy to: Teresa J. Moore  
Greenberg Traurig  
777 South Flagler Drive, Suite 300E  
West Palm Beach, FL 33401

22. **Landlord's Representations.** Landlord warrants with Tenant that:

(a) Landlord has fee simple title to the Main Parcel (including, the Parking Parcel and the Access Easement).

(b) Neither the execution or delivery of this Lease Agreement, nor fulfillment of or compliance with the terms of conditions hereof, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Landlord is a party or by which it is bound, or constitute or will constitute a default under any of the foregoing, or result or will result in the creation of a lien, claim, charge or encumbrance.

(c) There are no leases, licenses or other occupancy or use agreements respecting the Parking Parcel, except for the current occupancy of portions of the Main Parcel by the Tenant.

(d) Landlord and any corporate officers executing this Lease Agreement have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease Agreement and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease Agreement. Landlord is not now the subject of a pending, threatened, or contemplated bankruptcy proceeding.

(e) That this Lease Agreement and all other documents to be executed and delivered by Landlord in connection with the consummation of this Lease Agreement are valid, binding and enforceable in accordance with their respective terms and conditions.

(f) Except as disclosed in that certain Environmental Site Assessment, Palm Beach, Jai-Alai Fronton, Palm Beach County, Florida, prepared October 18, 1996, by Dames & Moore, 6400 Congress Avenue, Suite 2500, Boca Raton, Florida 33487 (the "Environmental Audit"), the Landlord has no notice or knowledge of any (i) currently existing violations of federal, state, county or municipal environmental laws in respect to the Main Parcel or (ii) past, pending or threatened administrative or judicial litigation or other legal proceedings including, without limitation, any enforcement proceeding under any federal, state, county or municipal statute, ordinance, rule or regulation concerning hazardous materials related to the Main Parcel, or any settlement thereof.

23. **Tenant's Representations.** Tenant represents with Landlord that Tenant and its representatives executing this Lease Agreement have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease Agreement and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease Agreement, and that the Expired Lease has expired, according to its terms, and Tenant no longer has any rights under the Expired Lease.

24. **Waiver.** No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord or Tenant to declare forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it shall be in writing signed by the waiving party. No waiver of a breach of any condition shall be claimed or pleaded to exclude a future breach of the same conditional covenant. The mention in this Lease Agreement of any specific right or remedy shall not preclude a party from exercising any other right or from having any other remedy or from maintaining an action to which it may be otherwise entitled either at law or in equity.

25. **No Partnership.** It is further understood and agreed that neither party to this Lease Agreement shall be construed or have to be a partner or associate of the other in the conduct of the other's business.

26. **Entire Lease Agreement.** There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than set forth herein. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon Landlord or Tenant unless in writing and signed by them.

27. **Applicable Law.** This Lease Agreement shall be construed under the laws of the State of Florida.

28. **Counterparts.** This Lease Agreement may be executed in counterparts by the parties hereto and each shall be considered an original.

29. **Cooperation.** Landlord agrees, when requested by Tenant, to join in or execute any and all permits, documents, agreements and instruments and to take all other actions in a timely manner in order to effectuate the terms and conditions of this Lease Agreement.

30. **Taxes and Other Payments.** Landlord shall pay all payments due under any encumbrances on the Main Parcel (including the Parking Parcel), as well as all real estate taxes due thereon. Tenants shall reimburse the Landlord for real estate taxes attributable to the Parking

Parcel, and shall pay all personal property taxes, rent taxes, sales taxes, general and special assessments, and all other charges, assessments and taxes of every description, levied or assessed against the Parking Parcel, as well as the activities conducted on the Parking Parcel, including sales taxes levied or assessed, as a result of Tenant's sale of newspapers or operation of a concession stand on the Parking Parcel. Upon request by Tenant, Landlord shall provide Tenant with a copy of a paid tax receipt evidencing that the current real estate taxes have been paid.

31. **Compliance with Laws.** Tenant shall, when constructing any improvements in the Parking Parcel, or when constructing any improvements in the Access Easement (when permitted by the Landlord), comply with all local building code requirements, zoning requirements and all other laws, rules, ordinances and regulations. Should the City of Mangonia Park or Palm Beach County require any improvements, including but not limited to, reconfiguration of parking areas, landscaping, lighting, or alteration of drainage, on any areas located on the Parking Parcel, Tenant shall pay for such improvements. At anytime during the Term, upon submittal of the plans outlining any intended improvements on the Parking Parcel and if permitted by the Landlord on the Access Easement, Landlord shall provide to Tenant within seven (7) business days, a written statement, certified by its engineer that the intended improvements do not alter or affect the existing drainage on the Main Parcel, Parking Parcel or the Easement Areas. If Landlord's engineer states that the improvements alter the drainage, then Tenant may at its option, redesign the improvements or terminate this Lease Agreement. Under no circumstances shall Tenant be responsible for or be required to modify or alter the drainage on the Main Parcel (excluding the Parking Parcel or the Access Easement) at any time during the Term. Further, Tenant shall not be responsible for complying with any development order affecting the Main Parcel (excluding the Parking Parcel) including, but not limited to, any Development of Regional Impact affecting the Main Parcel (excluding the Parking Parcel).

32. **Damage and Destruction.** If at any time during the Term, any improvements installed by Tenant are damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, Tenant, at its option may repair and restore the damaged or destroyed improvements. Should Tenant choose not to restore the improvements, Tenant shall give Landlord written notice of its intent to terminate this Lease Agreement and this Lease Agreement shall terminate thirty (30) days thereafter, with the parties being released from all rights and obligations under this Lease Agreement. If Tenant chooses not to repair any damaged or destroyed improvements, Tenant agrees to demolish and remove the remaining damaged improvements.

33. **Non-Disturbance.** Landlord warrants that the Main Parcel (including the Parking Parcel and the Access Easement) are not currently subject to any mortgage. In the event that the Landlord or its successors in title secure a mortgage in the future, then this Lease Agreement shall be subordinate to the lien of such mortgage provided, however, that the Landlord shall secure a non-disturbance agreement from such lender in a form reasonably acceptable to said lender, and otherwise containing normal and reasonable terms and conditions, including that the Tenant shall be entitled to remain in occupancy of the Parking Parcel and use the Access Easement for so long as the Tenant is not in default under the terms and conditions of the Lease Agreement. Further, this Lease Agreement shall be subject and subordinate to any future mortgage or encumbrance if the holder thereof provides Tenant, its successors and/or assigns, with a similar non-disturbance agreement.



34. **Time.** Time is of the essence of each obligation of each party hereunder.

35. **Self Help.** Notwithstanding anything to the contrary herein contained, in the event of any breach of this Lease Agreement by either party, the non-breaching party may (but shall not be obligated to) at any time after ten (10) business days written notice to the breaching party, except in emergency situations for which no notice shall be required, cure such breaches for the account and at the cost and expense of the breaching party. If the non-breaching party at any time so elects or is compelled by any other person to cure such breach or is compelled to incur any other expense arising out of such breach by the breaching party (including without limitation reasonable attorney's fees and disbursements in instituting, prosecuting or defending any suits, actions or proceedings to enforce the non-breaching party's rights under this or any other paragraph of this Lease Agreement or otherwise), the sum or sums so paid by the non-breaching party, with all interest, costs and damages shall be paid by the breaching party to the non-breaching party within five (5) days following written demand. Any funds so expended by the non-breaching party and any payments required to be made by the breaching party pursuant to this Lease Agreement that are not timely paid shall bear interest at the rate of 12% per annum from the original due date until paid in full by the breaching party.

36. **Warranty of Title and Quiet Enjoyment.** Landlord represents and warrants that it alone has full right to enter into this Lease Agreement. Landlord further represents and warrants that Tenant shall peaceably and quietly hold the Parking Parcel and shall have access thereto over the Access Easement for the Term, without any hindrance (except for normal maintenance and such repairs as may be required under the terms of this Lease Agreement), molestation or ejection.

37. **Construction Against the Drafter.** It is acknowledged that each of the parties hereto has been fully represented by legal counsel and that each of such legal counsel has contributed substantially to the content of this Lease Agreement. Accordingly, this Lease Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals.

Signed, sealed and delivered in  
the presence of:

Witnesses:

**DK ARENA, INC.**, a Delaware corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA                    )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007  
by \_\_\_\_\_, as \_\_\_\_\_ of DK Arena, Inc., a Delaware  
corporation, on behalf of the corporation. He/she is personally known to me or has produced  
\_\_\_\_\_ as identification.

NOTARY SEAL

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of Florida

My commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form by:  
Teresa J. Moore  
Greenberg Traurig  
777 South Flagler Drive  
Suite 300E  
West Palm Beach, FL 33401  
Telephone: (561) 650-7963  
Telecopier: (561) 655-6222

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007 by \_\_\_\_\_, as \_\_\_\_\_ of South Florida Regional Transportation, a \_\_\_\_\_, on behalf of the \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Notary: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Notary Public, State of Florida  
 My commission expires: \_\_\_\_\_

**EXHIBIT “A”**

**SITE PLAN FOR THE MAIN PARCEL**

**EXHIBIT “B”**

**LEGAL DESCRIPTION FOR PARKING PARCEL**

**EXHIBIT “C”**

**LEGAL DESCRIPTION FOR ACCESS EASEMENT**

**EXHIBIT “D”**

**SITE PLAN FOR PARKING PARCEL**

**EXHIBIT “E”**

**MEMORANDUM OF LEASE**

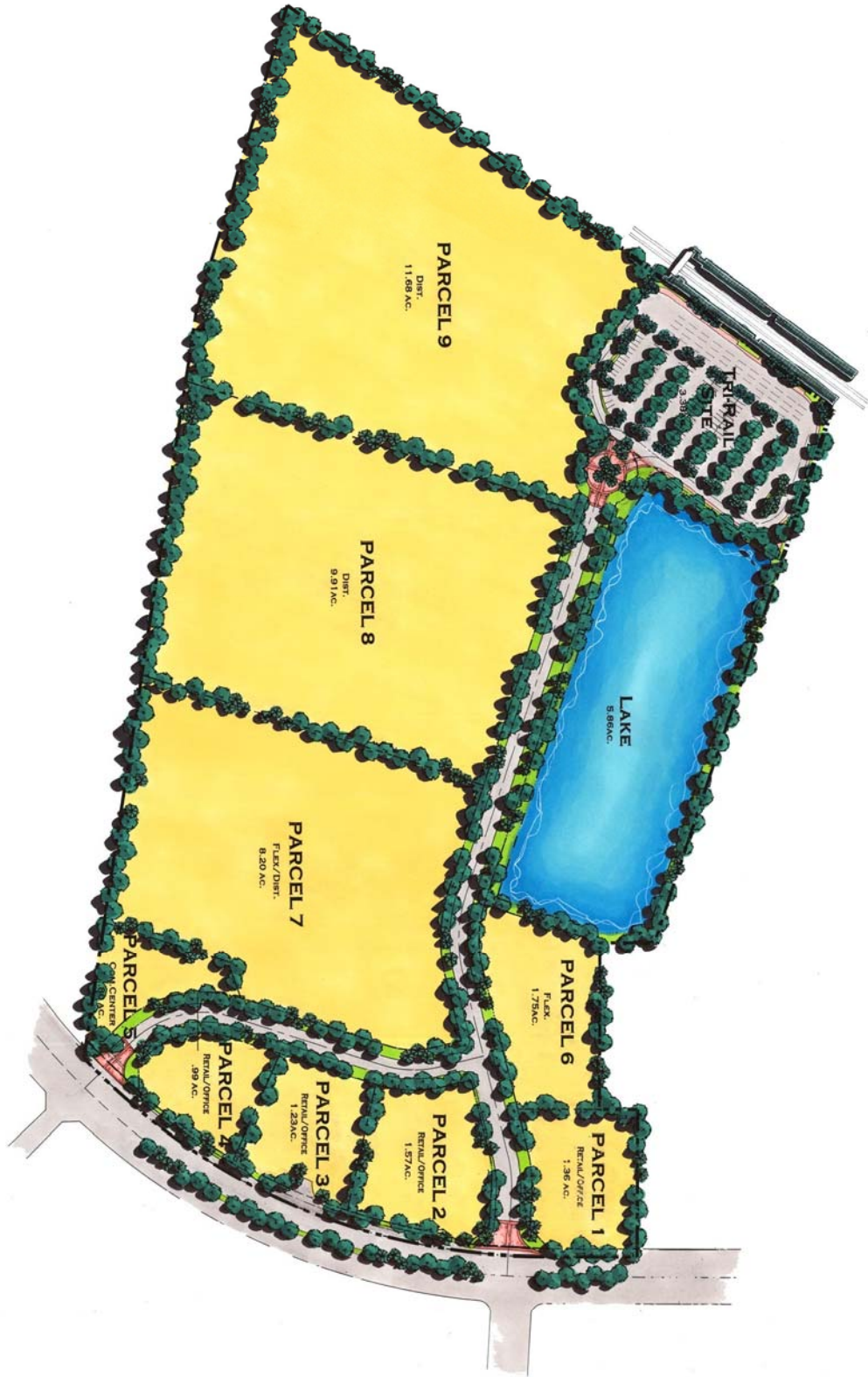


**EXHIBIT “F”**

**GRAPHIC DEPICTION OF TEMPORARY PARKING PARCEL**

381663000v.1 MAXSONS 057375 014600

# CONCEPT 9 PRELIMINARY MASTER PLAN 45TH STREET PROPERTY



**SITE DATA:**  
TOTAL SITE AREA 52.89 AC.  
TR-RAIL PARCEL 3.38 AC.  
DEVELOPMENT PARCELS 37.49 AC.  
WATER MGMT. PARCELS 5.86 AC. (11.1%)  
R.O.W. 5.04 AC.

# Greenberg Traurig

## Memorandum

**To:** South Florida Regional Transportation Board

**From:** Phillip H. Hutchinson and Stephanie A. Maxson

**Date:** February 22, 2007

**Re:** SFRTA Mangonia Park Station Lease and Easement Agreement (the “Lease”)

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What follows is a brief memorandum outlining the potential issues with respect to the proposed Lease Agreement for the Mangonia Park Station.

1. The Lease requires SFRTA to pay for all costs and expenses relating to the construction of the Parking Parcel, including, without limitation, the paving, striping, lighting, electrical hook-up, sidewalks, construction permits, inspections, etc. The total cost of the construction is estimated to be approximately \$1.2 Million. At this juncture, SFRTA has only approximately \$500,000 available for the construction. Before the Authority could agree to the terms of this Lease, the additional \$700,000 will need to be identified and budgeted for this construction. The Owner, while responsible for completing the construction, will not contribute any funds toward the Authority’s shortfall in funds.

2. The Lease requires SFRTA to pay for its “proportionate share” of the costs and expenses assessed against the Parking Parcel. The Owner states that the “proportionate share” is based upon the square footage of the Parking Parcel which would be comprised of 3.3 acres. The amount of these costs will be based upon an estimate provided by the Owner at the beginning of each year. Thus, at this point, the Authority does not know the amount of this cost. Additionally, SFRTA would be required to be a member of the Property Owner’s Association. The Authority would need to review the underlying Association documents to determine whether

it has any voting rights and whether its proportionate share could change and, if so, under what circumstances. It is expected that this cost would increase on a yearly basis. SFRTA would have to budget for this unknown sum for the life of the Lease.

3. The Lease states that the lease term will not commence until the *later* of: (i) acquisition of the Main Parcel (less the Parking Parcel) by FRI Investors, Inc. (“FRI”), and (ii) the date the last party executes the Agreement. This means that should FRI Investors not close on the property, the Lease will never become effective. In that case, the Authority would still be operating under the existing month-to-month lease and would be subject to eviction with 30-days notice. Based on the language in (i) above, it is unclear as to whether Don King Productions will retain title to the Parking Parcel. Additionally, if FRI acquires title to the Main Parcel prior to the execution of the Lease, then FRI would need to be assigned the Lease as part of the closing. Alternatively, FRI would need to be a party to the present Lease to insure that the ultimate Owner was bound by the terms of the Lease. The Owner declined to make any changes with respect to this provision.

4. During construction, SFRTA will require temporary parking and other facilities. The present parking lot comprises in excess of 5 acres, the new parking lot will comprise 3.3 acres. The Lease provides for 125 temporary parking spaces (“Temporary Parking Parcel”) pending completion of the construction of the Parking Parcel. The Owner states that the Temporary Parking Parcel will comprise the northern end of the present parking lot. The Owner will not commit to make alterations to the Temporary Parcel to insure that it is ADA compliant. It is the Owner’s belief that by utilizing a portion of the present parking lot which is ADA compliant, that no further alterations will be required to obtain ADA compliance. It is unknown

at this time whether this assertion is correct; however, it is clear that the ADA does not provide for any form of waiver for compliance during the time of construction. Accordingly, once Staff receives final plans for the Temporary Parking Parcel, a determination can be made as to whether such a parcel is ADA compliant.

5. SFRTA may require in the future non-exclusive easements over the Main Parcel in order to tap into and utilize certain utility services (e.g. gas, water, sewer, drainage, electric, etc.) on the Main Parcel. The Owner states that should such a requirement arise in the future, the Authority will need to request such easements from the Owner. The Owner will, as part of the construction, provide hook-ups for the present facilities. The Owner is unwilling to provide non-exclusive easements for future expansion at this time without clarification as to the exact usage.

6. Pursuant to Paragraph 31 of the Agreement, Tenant is required to pay and otherwise be responsible for the modification to any drainage systems within the Access Easement if such drainage systems are affected by construction conducted by the Authority on the Parking Parcel. Any additional construction implemented by the Authority after the completion of the Parking Parcel should be cognizant of any potential changes in the drainage system on the Main Parcel and the Access Easement.

**MINUTES**  
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**CONSTRUCTION OVERSIGHT COMMITTEE MEETING**  
**APRIL 3, 2007**

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A meeting of the South Florida Regional Transportation Authority (SFRTA/Tri-Rail) Construction Oversight Committee was held at 9:00 a.m. on Tuesday, April 3, 2007 at the offices of James A. Cummings, Inc., 3575 NW 53<sup>rd</sup> Street, Ft. Lauderdale, Florida 33309.

**COMMITTEE MEMBERS PRESENT:**

Jim Cummings, Board Member, SFRTA

John Martinez, Board Member, SFRTA (via telephone)

**ALSO PRESENT:**

Pat McCammon, Segment 5 Contract Administrator, PMC

Chris Bross, Director of Procurement, SFRTA

**CALL TO ORDER**

Mr. Bross called the meeting to order at 9:00 a.m. and stated that this was a Public Meeting of the Construction Oversight Committee.

Mr. Bross also stated that all items presented at today's meeting have all the necessary legal approvals.

**MOTION TO APPROVE:** Minutes of the November 21, 2006 Construction Oversight Committee Meeting.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

**MOTION TO APPROVE:** Minutes of the December 12, 2006 Construction Oversight Committee Meeting.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

**MOTION TO APPROVE:** Minutes of the December 19, 2006 Construction Oversight Committee Meeting.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

**MOTION TO APPROVE:** Change Order No. 137.01 to Agreement No. 00-834 between SFRTA/Tri-Rail and Tri-County Rail Constructors for a lump sum amount of \$530,617.00 for settlement of a pass-through claim by Keith & Schnars. This claim was expressly reserved in the Global Settlement covered by CO#137. There is no time extension required for this change. This Change Order is being funded entirely by FDOT from existing JPA.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

**ADJOURNMENT**

There being no further business to discuss, the meeting was adjourned at 9:05a.m.

# **DRAFT**

## **MINUTES** **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** **PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING** **APRIL 18, 2007**

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The Planning Technical Advisory Committee (PTAC) meeting was held at 10:00 a.m. on Wednesday, April 18, 2007 in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

### **COMMITTEE MEMBERS PRESENT:**

Mr. Randy Whitfield, Palm Beach Metropolitan Planning Organization (MPO), PTAC Chair  
Mr. Jeff Weidner, Florida Department of Transportation (FDOT), District IV  
Ms. Maria C. Batista, Miami-Dade Transit (MDT)  
Mr. Enrique Zelaya, Broward MPO  
Mr. Fred Stubbs, Palm Tran  
Mr. Jonathan Roberson, Broward County Transit (BCT)  
Mr. Joseph Quinty, South Florida Regional Transportation Authority (SFRTA)  
Mr. William Cross, SFRTA  
Mr. Phil Steinmiller, FDOT, District VI  
Mr. Larry Allen, South Florida Regional Planning Council (SFRPC)  
Mr. Wilson Fernandez, Miami-Dade MPO

### **ALSO PRESENT:**

Mr. Jim Udvardy, South Florida Commuter Services (SFCS)  
Ms. Andrea McGee, SFCS  
Mr. Reed Everett-Lee, Carter & Burgess  
Ms. Cassandra Ecker, Carter & Burgess  
Ms. Auriliz Benitez, FDOT, District VI  
Mr. Greg Kyle, Kimley-Horn  
Mr. Michael Moore, Gannett Fleming  
Mr. Dan Glickman, Citizen  
Ms. Elaine Magnum, SFRTA  
Mr. Lynda Westin, SFRTA  
Ms. Beatriz Kudaka, SFRTA

### **CALL TO ORDER**

The Chair called the meeting to order at 10:15 a.m.

### **ROLL CALL**

The Chair requested a roll call by the Minutes Clerk.



## **PLEDGE OF ALLEGIANCE**

### **AGENDA APPROVAL** – Additions, Deletions, Revisions

Mr. Fred Stubbs moved for approval of the Agenda. The motion was seconded Mr. Larry Allen.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair called the motion to a vote and it was approved unanimously.

### **DISCUSSION ITEMS**

There were no discussion items.

**MATTERS BY THE PUBLIC** – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

There were no matters by the public requested.

<b>CONSENT AGENDA</b>
Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

**C1 – MOTION TO APPROVE:** Minutes of Planning Technical Advisory Committee Meeting of February 21, 2006

A motion was made by Mr. Fred Stubbs to approve the meeting minutes. The motion was seconded by Mr. Jeff Weidner. The motion was called to a vote and carried unanimously.

<b>REGULAR AGENDA</b>
Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

**R1 – MOTION TO APPROVE:** Tri-Rail Station Parking and Circulation Study

Mr. William Cross, SFRTA Manager of Planning and Capital Development, provided a PowerPoint presentation and lead discussion of the document’s recommendations. He began by noting that observations for all of the parking lots took place in August 2006. Part of the observations were mode of station access, and Mr. Cross stated that the majority of Tri-Rail passengers arrive at the station via personal vehicle, which makes having good park and ride facilities essential. He also commented that the field observations found a number of deficiencies, including lack of signage, poor maintenance (especially striping), and mixed drop-off/pick-up traffic at many locations. Mr. Cross said that ideally there would be separation between professional drivers (buses, shuttles, and taxis) and personal vehicle kiss and ride activity. He also noted that needed infrastructure was identified, with a lack of sidewalks at key locations highlighted.

Mr. Cross explained that future parking projections were another important part of the study. Observed parking usage was plugged into a formula projecting future parking demand at each station. Mr. Cross stated that projections show system-wide parking demand exceeding capacity by 2015. He also posted a graphic showing a station by station breakdown of future parking demand and where extra capacity will be needed. Mr. Cross continued by presenting maps for each of Tri-Rail's 18 stations, showing the conceptual parking capacity and circulation improvements and their potential locations.

Overall recommendations were a key component of the study, with Mr. Cross identifying those considered short term (through 2009), mid term (2010-2015), and long term (2015-2020). He stated that modest costs were identified for the short term improvements, but larger costs were projected for mid and long term, as those tend to be larger scale projects such as structured parking. In addition to technical findings and recommendations, Mr. Cross mentioned some policy measures suggested in the study. Some of these included stronger SFRTA control of parking facilities, temporary gravel parking lots at locations where there are immediate capacity needs, and working with partner agencies to obtain funding to implement the various improvements. Mr. Cross stated that he expected the short term projects to be submitted through various MPO programs shortly.

Mr. Larry Allen suggested that remote parking and shuttle concepts be considered at the Hollywood Station site. Mr. Jeff Weidner commented that the study's parking projections at stations with FDOT joint development sites were way below FDOT's estimates, and thinks they should be revisited. Mr. Cross replied that the study did not take into account the park and ride usage for carpools and vanpools, but rather just for Tri-Rail. Mr. Weidner stated that his questions about the modeling methodology were detailed, and he would address them with SFRTA staff at another time.

Chairman Whitfield commented that he liked the recommendation for permeable pavers, especially considering the current water shortage. He also recommended that landscaping elements be included in the recommendations. Mr. Whitfield also asked about the rubber sidewalks included in the recommendations. Mr. Cross said that recycled tires are used for such sidewalks, and that a number of green features were included in the recommendations. Mr. Whitfield also commented that work on the Palm Beach MPO's bicycle plan will begin in the next year, and he hoped the two efforts can be coordinated. Questions also arose regarding the restoration of Tri-Rail parking under I-95 at the Lake Worth station, particularly of how parking for the high school would be separated from commuters. Mr. Weidner responded that he thought high school parking would be at the southern portion of the lot, and it would be fenced off from the Tri-Rail parking.

Mr. Enrique Zelaya noted the high percentage of station users arriving via park and ride and kiss and ride, compared to a small percentage arriving via bus and shuttles. Mr. Zelaya suggested that a goal of the agency should be to increase the number of walking and biking trips to the station, which would reduce the parking demand and be cost feasible than building new parking lots or structures. Mr. Cross agreed, saying that transit oriented development projects will supplement the recommendations of the study. Mr. Dan Glickman asked for clarification of the stations where FDOT has differing parking projections. Mr. Weidner replied that Sheridan Street, Fort Lauderdale/Broward Boulevard, and Cypress Creek are the three locations. Further discussion ensued on the status of projects at those locations and the methodologies that should be used.

A motion was made by Mr. Enrique Zelaya to approve the study, on the condition that all suggestions made by PTAC members including the reevaluation of the demand estimates at 3 FDOT park and ride lots

be incorporated. The motion was seconded by Mr. Fred Stubbs. The motion was called to a vote and carried unanimously.

<b>INFORMATION / PRESENTATION ITEMS</b>
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Action not required, provided for information purposes only.
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**II. - INFORMATION:**      SFRTA Transit Development Plan (TDP) Update

Mr. Joseph Quinty of SFRTA introduced this agenda item. He explained that the project is in full swing, as the notice to proceed was issued shortly after the last PTAC meeting. Mr. Quinty noted that a summary of all TDP tasks and a project schedule were included in the meeting packet. He mentioned those tasks he thought were most noteworthy, including the rider survey, feeder bus analysis, station location and performance analysis, updated and detailed capital projects list, and an operations simulation for the South Florida Rail Corridor.

Mr. Quinty stated that a key element in the early stages of the TDP Minor Update is a review of the project's goals and objectives. Mr. Quinty explained that the project team had grappled with how to get input on revising the goals and objectives. He said that instead of drafting a new list of revised goals and objectives for the committee's review, it was decided to distribute the goals and objectives from last year's TDP Minor Update. Mr. Quinty asked committee members to review the old goals and objectives and recommend any changes or revisions to him via e-mail in the coming weeks. He then turned the presentation over to Mr. Michael Moore of Gannett Fleming to provide additional details on some of the key project tasks.

Mr. Moore explained the station criteria task by noting that Tri-Rail does not have a standard station location or performance criteria. In Gannett Fleming's work thus far, Mr. Moore said that seven other commuter rail systems had been identified that do have such criteria, and work on developing proposed standards for Tri-Rail is underway. Mr. Moore commented on the rail simulation task, explaining that an operational model is being developed. It is hoped that this model can help evaluate train performance and potential service changes, including skip stop or express trains. Mr. Moore stated that he thought findings for the station related task could be brought back to the committee in the next month or two, but the simulation would be ready near the project's completion over the summer.

Mr. Moore then talked about the on-board survey task, which was conducted on March 15. He explained that every train was covered that day, with 200 temporary workers (along with Gannett Fleming and SFRTA staff) used to make it possible. Mr. Moore commented that despite some train delays he was pleased with the outcome of the survey. The data is still being processed and summarized, with a detailed report of the findings to follow in the months ahead. Mr. Moore stressed the importance of the origin-destination component of the survey, as this data will be used to support the SERPM model and contribute to other regional transit studies.

Mr. Weidner asked if March 15 was in the middle of a rough period for Tri-Rail. Mr. Moore responded that it was in the middle of the CSX tie replacement period, but the survey date was planned for one of the off days for the tie replacement work crews. Mr. Glickman asked if this was a Tri-Rail centric TDP, and wondered when the TDP will reflect the SFRTA Strategic Plan and other regional activities. Mr. Cross replied that it was a conscious effort to make this TDP Minor Update a focus on the existing Tri-Rail system. Mr. Cross explained that he viewed this TDP as the first half of a major TDP Update

to be completed in 2008. That major update would include the Strategic Plan's findings and other regional elements beyond Tri-Rail. Mr. Weidner commented that he thinks this year will be an exciting one for the evolution of SFRTA beyond just Tri-Rail, citing the vanpool program and other regional efforts.

## **12. - INFORMATION: SFRTA Strategic Regional Transit Plan**

Mr. Quinty briefly introduced this agenda item, stating that much technical work has been done for the project since it was last presented to the PTAC. He then turned the presentation over to Ms. Cassandra Ecker of Carter & Burgess. Ms. Ecker encouraged committee members to rearrange the tables in a workshop format, so that everyone got a close look at the many maps and graphics that were produced. The committee obliged, and the remainder of the agenda item was conducted in a workshop format.

Ms. Ecker distributed spreadsheets showing raw data and scoring/rankings for all of the corridors evaluated in the study's Tier I. She provided an overview of all maps and charts on display, and explained the study's status in relation to the project schedule. Ms. Ecker noted that the preliminary corridor alternatives were developed as a result of the major trip flows that have been identified. She also pointed out two new maps for the committee's review that show more flows across county lines. One of these maps shows trip flows with volumes of 5,000 to 10,000 trips, and the other shows flows between superzones (not just interaction between superzones and regional activity centers.) Ms. Ecker explained how all of the alternatives in Tier I scored, and gave a corridor by corridor description of the various criteria that affected their scores. She clarified to the committee that a one seat ride across county lines was the key to getting points for the "interjurisdictional" criteria. Ms. Ecker also described how the field will be narrowed down for the Tier II evaluation, and stated that Tier II will include the testing of alternative land use scenarios and will also involve the testing of combinations of corridors as a system.

Chairman Whitfield asked if the corridors were being compared relative to each other, not versus national new starts projects. Ms. Ecker confirmed that it was only a comparison within the region. Mr. Weidner asked how express bus fit into the evaluation, especially Miami-Dade Transit (MDT) express buses operating in the HOV lanes on I-95. Mr. Reed Everett-Lee of Carter Burgess responded that the MDT 95 X route is in the project's baseline alternative. Mr. Weidner stated that he would like to see express buses using the proposed managed lanes included in the baseline. Ms. Ecker commented that Alternative 30 E, currently Metrorail on Kendall Drive, will also be tested as bus rapid transit (BRT). Mr. Jonathan Roberson asked if the alternatives for commuter rail on the FEC assumed using new tracks or existing tracks. Ms. Ecker replied that all commuter rail alternatives assume the construction of two new tracks, but those assumptions could be changed. Mr. Roberson said that the FEC Shorter Line alternative would score even better if use the existing track was taken into account. He also asked about right of way assumptions for the BRT alternatives. Ms. Ecker stated that all BRT corridors were modeled as limited stop routes, and they did not assume taking a lane for an exclusive busway. Mr. Steinmiller asked for clarification of the scoring system, especially relating to capital costs. Ms. Ecker confirmed that a higher score was better, and that a high capital cost would result in a low score in that category.

Mr. Wilson Fernandez stated that Miami-Dade believes strongly in rapid bus, and feels that the mode has not been applied enough to the study's alternatives located in Miami-Dade County. He referenced a report produced by CUTR for the MPO which identified 11 BRT corridors for potential implementation. Some of the corridors suggested by Mr. Fernandez included Biscayne, Flagler, 137<sup>th</sup> Avenue, Douglas Road, and the FEC corridor. Ms. Maria Batista noted that the long range outlook for I-75 also calls for the inclusion of BRT. Mr. Fernandez followed up by stating that existing Miami-Dade plans in the western part of the county are lacking. He's looking for help in crafting better plans for the area, and hopes that this study can

help to address that. He and Mr. Zelaya agreed that although the areas to the east have higher densities, the west has a higher concentration of commuters. Mr. Everett-Lee commented that vanpools are working well to serve those western areas, due to dispersed travel patterns and low population and employment densities.

Mr. Fred Stubbs asked why some projects that received low scores were advanced, such as alternative 30E, which received only 16 points. Mr. Cross responded that some alternatives were carried forward to be tested as another mode, BRT rather than light rail, for example. Mr. Zelaya commented that he thought the study's proposed consolidation of rapid bus options in Broward County seems acceptable. Mr. Steinmiller asked how the projects would be incorporated into the Regional LRTP. Mr. Cross responded that the SFRTA Strategic Regional Transit Plan and its findings will be provided to SEFTC for its consideration in development of the transit element for the RL RTP. Ms. Ecker closed by noting that the findings for Tier II will be presented at upcoming PTAC meetings. She also instructed committee members to send any additional comments on the materials presented today to Mr. Quinty by Friday, April 27.

<b>MONTHLY REPORTS</b>
Action not required, provided for information purposes only.

### **OTHER BUSINESS**

Mr. Quinty expressed the need for an additional PTAC meeting to be held in June. He cited the cancelled March PTAC meeting creating a backlog of agenda items and various SFRTA projects needing committee input in early summer as reasons for the additional meeting. After very brief discussion, there was consensus among committee members that a PTAC meeting will be scheduled for June 20.

### **SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS**

There were no Executive Director Reports/Comments at this meeting.

### **PTAC MEMBER COMMENTS**

There were no additional member comments.

### **ADJOURNMENT**

The meeting was adjourned at 12:40 pm.

**MINUTES**  
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**MARKETING COMMITTEE MEETING**  
**April 17, 2007**

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The Marketing Committee Meeting of the South Florida Regional Transportation Authority Board of Directors was held at 2:00 P.M. on Tuesday, April 17, 2007 at the South Florida Regional Transportation Authority, Main Conference Room, 800 Northwest 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT

Lili Agee, Palm Tran  
Bonnie Arnold (Chair), SFRTA/Tri-Rail  
Phyllis Berry, Broward County Transit  
Michael DeCossio, Miami-Dade Transit  
Lisa Peterson, FDOT

COMMITTEE MEMBERS NOT PRESENT

ALSO PRESENT

Karla Damian, Miami-Dade Transit  
Dan Glickman, private citizen  
Michael Goodman, Bitner Goodman  
Steve Rosenberg, SFRTA/Tri-Rail  
Jennifer Ryan, South Florida Commuter Services  
Jim Udvardy, South Florida Commuter Services

## **CALL TO ORDER**

The Chair called the meeting to order at 2:10 p.m.

## **MINUTES APPROVAL** –

- Prior meeting Minutes were approved

## **DISCUSSION ITEMS**

### **I1. REVIEW OF SMART CARD CONCEPTS**

- After reviewing more than a dozen possible smart card designs, the committee selected six to be presented to focus groups for testing of both concept and messaging.

### **I2. COMMUTER CHALLENGE**

- Commuter Challenge will take place on Thursday, May 17<sup>th</sup>. Mr. Udvardy handed out some collateral materials and explained that a website ([www.yridealone.com](http://www.yridealone.com)) has been developed.
- A radio campaign will run on Coast FM and Lite FM and will run from May 1<sup>st</sup> – 13<sup>th</sup> and will mention all of the transit partners.
- A billboard near 69<sup>th</sup> Street on I-95 will look similar to the handouts in design.
- This is the first time media is being used for this campaign. It is generally promoted through public relations.
- The winner would be determined by a person using an alternative mode of transportation for an entire year. If this person continues to use this mode of transportation, SFCS would pick up the entire cost. This person may be spotlighted during the course of the year to show that he/she is still using public transit.
- A race will not take place this year as in past years (which features a person driving a car vs. a commuter using alternative modes of transportation). This promotion highlighted whether the driver or the transit user arrived at their destination first.
- The website will be used to select different commuters to spotlight for a month to show the cost savings versus driving.
- A scheduled event will take place originated by each transit property on a different day during that week which will be featured on [www.yridealone.com](http://www.yridealone.com).
- Tri-Rail will post a voucher on the website for a free round trip ride with connections on Metrorail included.
- Bitner Goodman is working on a Dunkin' Donuts promotion with a website downloaded coupon, as well as a newspaper wrap which will include Commuter Challenge.
- A salsa group will be at the Metrorail Station during evening rush hour.
- Each of the agencies will forward artwork to Michael Goodman for inclusion in the wrap.
- Ms. Ryan stated SFCS will be on the NPR stations in Miami-Dade and Palm Beach counties, and is asking if agency representatives would be interested in speaking on the show. Ms. Arnold stated that WXEL will be interviewing Mr. Giulietti on May 2<sup>nd</sup>. Ms. Ryan will e-mail the specific dates to the Committee Members. Mr. Udvardy stated that the

preference would be to have a roundtable discussion with all the agencies being represented. Businesses would call in as well as commuters with questions.

- Mr. Glickman asked how many winners there were last year. Mr. Udvardy responded that there were two winners and both converted to being public transit users for the first time. He suggested that the winners become part of the roundtable group.
- Ms. Arnold introduced the APTA-sponsored "Dump the Pump" campaign in which the public rides for free on that day. This year's events will take place on June 21, 2007. She stated that last year's ridership for that day increased by 2,000. Extensive media exposure took place to promote the event as well as good coverage during the event. APTA supplies a "tool kit" with instructions for agency participation.
- Mr. Glickman suggested that the MPO's honor this day with a resolution or a proclamation.

### **I3. TRAIN AND BUS SCHEDULE / ROUTE UPDATES**

- No specific schedule and route changes were discussed.

### **AGENCY REPORTS**

#### **BROWARD COUNTY TRANSIT**

Ms. Berry was present for the earlier part of the meeting, but was not present for Agency Reports.

#### **FDOT**

- Discretionary Grant applications will be mailed out next week and will be due to FDOT by June 15, 2007

#### **MIAMI-DADE TRANSIT**

- Mr. DeCossio stated that the "half-penny sales tax" passing has created shortfalls in funding, due to new uses for those funds. As a result of this, Miami-Dade Transit will experience a reduction in service. In order to compensate for over-crowded buses, there will be a shift in equipment from less crowded routes. Opa-locka service running times will be reduced in order to accommodate busier routes. Many of the changes are due to public input meetings before the sales tax vote. About 50 different bus routes will be adjusted.
- Mr. DeCossio stated that some of these changes may impact Tri-Rail stations midday and on weekends, but not during rush hours.
- Mr. DeCossio stated that CUTR was hired to measure travel times as the original times were no longer realistic and schedules were not being met. MDT was looked upon as a whole and what was learned from the study is being applied systematically. At the end of the process, a more effective transit system will be arrived at, as redundancy will be eliminated and additions made where needed.
- Six Metrorail trains are being put back into service after repair, so six-minute headways will be restored.
- The Metropass now has foil on it which eliminates much ticket fraud.



## **PALM TRAN**

- Palm Tran is working on a tri-lingual and tri-cultural training video in Creole, Spanish and English, on how to ride the bus system. This video will be given out to government agencies and any organization that needs to train people on how to ride the system. It will use a lot of B roll and voiceovers which allows for easy tweaking if changes need to be made.
- Two new grants are being processed: a New Resident Grant and a Frequent Rider Grant.
- Worked the Delray Affair which was very busy.
- SunFest is coming up the first weekend of May.
- The Link (route deviation system) is being worked on. Will cover 7 routes from Jupiter to Wellington to Boca Raton which will service areas where regular buses cannot enter. This is a first attempt at this project. This service will run from 8:00 a.m. to 6:00 p.m. All routes have to connect to Tri-Rail and Palm Tran. The project will not start until all routes are ready to go.
- A fare change may occur in October.

## **SOUTH FLORIDA COMMUTER SERVICES**

Remarks are contained above in Item I2.

## **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

- The New River Bridge was opened last week, thus completing the Double Tracking Project.
- Plans to go from 40 to 50 trains per day on April 30, 2007.
- 88,000 ties are being replaced along the corridor and should be completed the third week of April.
- New schedules are being finalized and the logistics for swapping out old brochures for new are in place.
- Sponsorship of the Senior Idol Contest with Holy Cross Hospital: On March 28, 2007, Ms. Arnold and Mr. Goodman listened to over 100 senior contestants sing for the final twelve spots in the May 22<sup>nd</sup> Senior Idol, which will take place at Parker Playhouse in Ft. Lauderdale. The prize is \$1000 and a year's pass on Tri-Rail.

## **OLD BUSINESS**

None

## **NEW BUSINESS**

None

With no further comments, the meeting adjourned at 4:10 p.m.

**SFRTA Final Action Report**  
**2007 State Legislative Session**  
**May 16, 2007**

**SFRTA Bills**

The South Florida Regional Transportation Authority (SFRTA) and Ericks Consultants, Inc. (ECI) successfully passed legislation included in the Authority's Fiscal Year 2007/08 State Legislative Agenda.

Senate Bill 606 introduced by Senator Steven A. Geller – Passed in the final hour of Session:

General S. Fla. Reg. Transportation Auth.; revises provisions re powers & duties of South Florida Regional Transportation Authority; authorizes authority to issue, reissue, or redeem certain bonds; requires authority to sell such bonds at public sale; authorizes authority to enter into trust indentures or other agreements & to assign & pledge revenues, fees, rentals, tolls, & other charges, etc. Amends 343.54,.55,.58.

EFFECTIVE DATE: 07/01/2007.

05/04/07 HOUSE Received from Messages; Read Second Time; Read Third Time; Passed (Vote: 115 Yeas / 1 Nays); Senate Ordered enrolled

In summary, SB 606 revises the South Florida Regional Transportation Authority (SFRTA) Act. The effect of the bill:

- Deletes references to “commuter rail” to reflect the Authority’s broader transit mission;
- Allows the SFRTA to issue, reissue, or redeem bonds as necessary to fund the purposes of the SFRTA. These bonds may not pledge the full faith and credit of the State;
- Clarifies that each of the three counties must dedicate and transfer their commitment annually to the SFRTA for capital funding by October 31st of each fiscal year. The date was changed from August 1st to October 31st at the request of the counties to reflect their fiscal year calendars;
- Releases the three counties from capital and operating funding obligations in the event the state provides a local-option dedicated and recurring funding source of at least \$45 million.

HB 961 by Representative Julio Robaina died in the House Policy and Budget Council and SB 608 by Senator Geller died in the Senate Committee on Transportation:

General Pub. Rec./Land Acquisition; provides exemption from public-records requirements for certain appraisal reports, offers, & counteroffers re land acquisition by South Fla. Regional Transportation Authority; provides that exemption expires upon execution of certain contract or at certain time before purchase contract or agreement is considered for approval; provides exceptions to exemption; provides for future legislative review & repeal, etc. Creates 343.59. EFFECTIVE DATE: Contingent.

The bill was never brought back up for discussion or a vote by Senator Webster who had concerns with SFRTA already having eminent domain. He believed there was no need for the SFRTA to also have a public records exemption. Therefore, SB 608 was temporarily

postponed in the Senate Transportation Committee on March 20<sup>th</sup> and subsequently died in Committee upon the closing of Session on May 4th.

### **Dedicated Funding**

Unfortunately, a dedicated funding source was not addressed during the 2007 Legislative Session. We met with representatives from the Orlando area early in the Session and agreed upon a strategy that there would be an amendment attached to a transportation bill late in the session to add the same two dollar surcharge on rental cars that passed both chambers in 2006 and was ultimately vetoed by Governor Bush. As the Session continued it became clear that House leadership was unwilling to bring up the rental car fee language. The SFRTA legislation, HB959 by Representative Robaina, was being held up because it was rumored that the bill was going to be used as the vehicle to which the two dollar rental care fee would be attached. We were eventually told to bring SB606 over to the House “clean” and HB959 would be released. With that message, the Senate passed SB 606 on the second to last day of Session, knowing that the SFRTA needs this language in place for the future when a dedicated funding source is eventually identified. On the last day of Session our bill was still being held due to an unrelated political issue with the Senate. With the help of our friends in the House, SB 606 was considered and passed during the last few minutes of Session.

We thank Senator Geller and Representative Robaina for sponsoring and working our bills. Also, a special thank you to Representatives Hasner, Bogdanoff and Seiler for all of their hard work. The passage of SB606 would not have been possible without their tireless efforts in the last hours of Session.

We have begun to look for other sources along with the rental car fee for next year’s Legislative Session. There is a rental car fee already being levied statewide that is dedicated to the FDOT and will be distributed to the local districts. The Orlando area has already dedicated their money to roads. We have asked our legislative friends to research if the rental car fee funds directed to our districts are already dedicated or could be levied for rail.

**MINUTES**  
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**ADA ADVISORY COMMITTEE MEETING OF MARCH 27, 2007**

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The ADA Advisory Committee meeting was held at 2:00 p.m., on Tuesday March 27, 2007 in the Main Conference Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, FL 33064.

**COMMITTEE MEMBERS PRESENT:**

Ms. Deborah Byrnes, Broward MPO – ADA Advisory Committee Chair  
Mr. Carlos Balbis, Miami-Dade Transit (Alternate Member)  
Mr. Patrick Cavanaugh, Broward County Transit (Alternate Member)  
Mr. David Evans, Transportation Disadvantaged Board, Palm Beach County  
Mr. Mac Glasgow, Transportation Disadvantaged Board, Miami-Dade County  
Ms. Ilene Hyams, Miami-Dade County, ADA Coordinator  
Ms. Marie Jarman, SFRTA  
Mr. Brandon Jewell, Broward County Office of Equal Opportunity (Alternate Member)  
Ms. Angela Morlok, Palm Beach MPO

**COMMITTEE MEMBERS ABSENT:**

Ms. Karen Caputo, Transportation Disadvantaged Board, Broward County  
Mr. Lou Ferri, Palm Tran  
Ms. Nina Holland, Palm Beach County Office of Equal Opportunity  
Ms. Elizabeth Rockwell, Miami-Dade MPO

**ALSO PRESENT:**

Ms. Bonnie Arnold, SFRTA  
Ms. Carolina Barbosa, SFRTA  
Mr. Brad Barkman, SFRTA  
Ms. Maggie Ferrara, SFRTA  
Mr. Eric Goodman, SFRTA  
Ms. Diane Hernandez Del Calvo, SFRTA  
Ms. Mary Jane Lear, SFRTA  
Ms. Rita Sheil, Herzog  
Ms. Roberta Van Sickle, Transportation Disadvantaged Board, Palm Beach County (Alternate Member)

**CALL TO ORDER**

The Chair called the meeting to order at 2:07 p.m.

**AGENDA APPROVAL** – Additions, Deletions, Revisions

Ms. Jarman requested item I3 - New River Bridge Evacuation Drill – be deleted from the Agenda.

**Ms. Morlok moved for approval of the amended Agenda. The motion was seconded by Ms. Hyams.**

**The Chair called for any discussions and/or opposition to the motion. Upon hearing none, the Chair declared the Agenda approved as amended.**

### **DISCUSSION ITEMS**

There were no discussion items at this meeting.

**MATTERS BY THE PUBLIC** – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

There were no Matters by the Public at this meeting.

<b>CONSENT AGENDA</b>
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Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member however, that item may be removed from the Consent Agenda and considered separately.
--

C1 – MOTION TO APPROVE: Minutes of the ADA Advisory Committee Meeting of January 30, 2007

Ms. Sheil stated that she was present at the January 30, 2007 meeting and her name was not listed under the attendee’s list. Ms. Sheil requested her name be added to the January 30, 2007 minutes.

**Ms. Morlok moved for approval of the amended Consent Agenda. The motion was seconded by Ms. Jarman.**

**The Chair called for any discussions and/or opposition to the motion. Upon hearing none, the Chair declared the Consent Agenda approved as amended.**

<b>REGULAR AGENDA</b>
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Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.
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R1 – MOTION TO APPROVE: ADA Advisory Committee 2007 Goals

There was discussion among the members of the Committee regarding the ADA Advisory Committee 2007 Goals.

**Ms. Hyams moved for approval of the ADA Advisory Committee 2007 Goals. The motion was seconded by Ms. Morlok.**

**The Chair called for any discussions and/or opposition to the motion. Upon hearing none, the Chair declared the Regular Agenda approved unanimously.**

<b>INFORMATION / PRESENTATION ITEMS</b>
Action not required, provided for information purposes only.

I1 – INFORMATION: Tri-Rail Parking and Circulation Study Update

Mr. Eric Goodman, SFRTA Transportation Planner, provided the current results of the study to the ADA Advisory Committee.

Mr. Goodman stated that as ridership growth occurs, adequate capacity and efficient circulation for all modes used to access Tri-Rail Stations must be provided. Mr. Goodman continued stating that the Tri-Rail Parking and Circulation Study (Study) was conducted to identify existing and future parking needs at Tri-Rail Stations and to develop a staged parking improvement implementation plan. The main work of the Study consisted of station inventories, demand projection and conceptual design formulation.

Once completed, the Study results will be taken to SFRTA's Governing Board requesting endorsement of the recommendations and a proposed capital program to implement suggested parking and circulation improvements.

I2 – INFORMATION: SFRTA Marketing Department Update

Ms. Bonnie Arnold, SFRTA Marketing Director, provided a brief update on the activities of the Marketing Department.

Ms. Arnold stated that according to the American Public Transportation Association (APTA) SFRTA/Tri-Rail led the nation in commuter rail ridership growth for both the third and fourth quarters of 2006.

Ms. Arnold stated that SFRTA will begin operating over the New River Bridge in Fort Lauderdale and continued stating that with the opening of the bridge, the trains that were temporarily suspended will be put back in service. Ms. Arnold added that the completion of the New River Bridge will allow the SFRTA to implement a new schedule that increases the number of trains from 40 to 50 a day, Monday through Friday.

I3 – INFORMATION: New River Bridge Evacuation Drill

This item was deleted from the Agenda.

<b>REPORTS</b>
Action not required, provided for information purposes only.

A. CUSTOMER SERVICE REPORT

Ms. Jarman, on behalf of SFRTA's Customer Service Manager, stated that from January through February 2007 there were three ADA related complaints and continued stating that they were addressed and letters were sent to the complainants. The letters are attached to the March 27, 2007 meeting agenda.

Ms. Hyams inquired if SFRTA has a federal mandate to provide alternate transportation services to passengers when the elevators are out of order at the station. Ms. Jarman mentioned she was unaware of it, but will investigate and provide a response to the Committee.

Ms. Morlok inquired why each station has different procedures when elevators are out of order and requested Mr. Barkman, SFRTA Director of Operations, to address the Committee's questions and concerns at the next Committee meeting.

Ms. Morlok inquired if Tri-Rail has an agreement with Amtrak that allows Tri-Rail passengers to use their restroom facilities.

Ms. Del Calvo stated that Tri-Rail had unsuccessfully tried to get agreements with Amtrak for the shared use of the restrooms at the stations.

Ms. Van Sickle requested the restrooms accessibility dimensions. Ms. Jarman stated she will send the restrooms dimensions to the Committee.

## B. OPERATIONS MONTHLY REPORTS

Ms. Ferrara, SFRTA Operations Department, presented the Operations Monthly Report which summarized the ridership numbers from January through February 2007. Ms. Ferrara also presented a report which highlighted the total wheelchair boardings from January through February 2007.

## OTHER BUSINESS

### 1. Transit Agencies Update

There were no updates from the Transit Agencies representatives.

## ADA ADVISORY COMMITTEE MEMBER COMMENTS

Ms. Jarman requested the Committee select a Tri-Rail station to be assessed to meet one of the 2007 ADA Advisory Committee goals. There was discussion among the members of the Committee who recommended the Tri-Rail Delray Beach Station and, requested Ms. Jarman to send an e-mail to the members to check their availability and dates for the assessment.

Ms. Morlok inquired about the creation of a sub-committee for the Riders Guide.

Ms. Jarman stated that at the last meeting it was decided that the members would research other transit agencies riders guide and bring suggestions back to the Committee.

## ADJOURNMENT

The meeting was adjourned at 3:20pm.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: MAY 25, 2007

AGENDA ITEM REPORT

☒ Information Item      ☐ Presentation

BOCA RATON TRI-RAIL STATION  
PHASE II JOINT DEVELOPMENT PROJECT

SUMMARY EXPLANATION AND BACKGROUND:

On February 23, 2007, the South Florida Regional Transportation Authority (SFRTA) Governing Board delegated the Boca Raton Tri-Rail Station Phase II Joint Development Project (Phase II Project) to the Property Committee for a 90-day review period to consider all options available to the Agency for use of the site. This Item is being brought back to the Governing Board as an Information Item because the 90-day timeframe has expired. Additionally, the Property Committee was unable to meet during the period of March thru April 2007 due to the absence of a quorum.

At the December 15, 2006, Property Committee Meeting, staff provided the Committee with an Implementation Schedule for development of the Phase II Project allowing the SFRTA to obtain a building permit from the City prior to November 2008. The Property Committee requested staff to bring back a list of consultants and their cost estimates prior to moving forward with the Implementation Schedule.

At the January 26, 2007 Property Committee Meeting, staff provided the Committee with the proposed consultant team and their cost estimates. The consultant team included Siemon & Larsen to resolve DRI and Zoning issues related to the site; Kimley-Horn & Associates to perform an updated Traffic Study, Market Study and assist with Bid Preparations; and the Treasure Coast Regional Planning Council to assist with site plan reviews, coordination and approval of the developer's site plan with the City. The total cost for consultant services were estimated at \$195,000, which includes a 15% contingency.

Staff also verified through preliminary discussions with the proposed consulting team that the Boca T-Rex DRI must be amended through a Notice of Proposed Change (NOPC) in order to change the development configuration to 60,000 square feet of office space and 10,000 square feet of retail space. **Additionally, the expiration date of the DRI of November 2008 could also be extended at least two years through the NOPC process.** An amendment of the NOPC to the DRI would take approximately four months while a revision to the City's zoning regulations to allow less restrictive signage for the retail space would take approximately six months. The NOPC and all governmental fees are estimated at a not-to-exceed amount of \$60,000.

(Continued on page 2)

EXHIBITS ATTACHED:      Exhibit 1 – History of the Boca Raton Tri-Rail Station Phase II Project



BOCA RATON TRI-RAIL STATION  
PHASE II JOINT DEVELOPMENT PROJECT

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SUMMARY EXPLANATION AND BACKGROUND (continued):

On May 11, 2007, the Property Committee directed staff to provide an updated implementation timeline for the NOPC process for consideration at the next Property Committee Meeting. **It should be noted that if the DRI Build-Out Date is not extended, SFRTA will have only 18 months (from the date of this Board Meeting) to identify a potential developer, successfully negotiate a ground lease, and for the lessee to obtain site plan approval and building permit approval from the City. Failure to obtain building permit approval prior to November 2008 may result in the loss of development rights for the Phase II Project.**

BOCA RATON TRI-RAIL STATION  
PHASE II JOINT DEVELOPMENT PROJECT

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Recommended by: <u>Daniel Maggio</u> <u>5/17/07</u> Department Director      Date	Approved by: <u>N/A</u> Contracts Director      Date
Authorized by: <u>J. G. Luchetti</u> <u>5/17/07</u> Executive Director      Date	Approved as to Form by: _____ General Counsel      Date


BOCA RATON TRI-RAIL STATION  
PHASE II JOINT DEVELOPMENT PROJECT

---

Recommended by: \_\_\_\_\_  
Department Director      Date

Approved by: \_\_\_\_\_  
Contracts Director      Date

Authorized by: \_\_\_\_\_  
Executive Director      Date

Approved as to Form by:  5/17/07  
General Counsel      Date

HISTORY OF BOCA RATON TRI-RAIL STATION  
PHASE II JOINT DEVELOPMENT PROJECT

At the August 25, 2006, Property Committee Meeting, the Committee agreed to cancel negotiations with San Remo Developments (negotiations were on-going from August 2005 thru August 2006.) The Committee directed the SFRTA staff along with Mr. George Morgan's participation to meet with the City of Boca Raton (City) to discuss the development potential of SFRTA's Boca Raton Tri-Rail Station Phase II Joint Development Project (Phase II Project) and report these discussions back to the Property Committee.

On September 14, 2006, staff met with Carmen Annunziato, City Planning and Zoning Director, and Jorge Camejo, City Director of Development Services, to discuss modifying the development from 50,000 square feet of office space and up to 20,000 square feet of retail space, increasing the office space to 60,000 square feet and decreasing the retail space to 10,000 square feet, to better align with market needs. City Staff was generally supportive of the concept. The City also confirmed that the current build-out date for the Development of Regional Impact (DRI) for the Boca T-Rex Development is November 30, 2008 (i.e. timeframe of less than 18 months for a developer to obtain a building permit.)

In order to expedite the development process, the City staff suggested that: (1) SFRTA perform all due diligence work and obtain the necessary City approvals prior to securing a developer for the Property; and (2) that SFRTA assemble a consultant team that is familiar with the City's site planning approval process.

On December 1, 2006, Mr. George Morgan, Jr., SFRTA Governing Board Member and Chair of the SFRTA Property Committee, and staff met with Mr. Steven Abrams, City Mayor and Mr. Leif Ahnell, City Manager. Both were supportive of the SFRTA plans to develop the Phase II Project as 60,000 square feet of office space and 10,000 square feet of retail space.

At the December 15, 2006, Property Committee Meeting, staff provided the Committee with an Implementation Schedule for development of the Phase II Project allowing the SFRTA to obtain a building permit from the City by September 2008. The Property Committee requested staff to bring back a list of consultants and their cost estimates prior to moving forward with the Implementation Schedule.

At the January 26, 2007 Property Committee Meeting, staff provided the Committee with the proposed consultant team and their cost estimates. The consultant team included Siemon & Larsen to resolve DRI and Zoning issues related to the site; Kimley-Horn & Associates to perform an updated Traffic Study, Market Study and assist with Bid Preparations; and the Treasure Coast Regional Planning Council to assist with site plan reviews, coordination and approval of the developer's site plan with the City. The total cost for consultant services were estimated at \$195,000, which includes a 15% contingency.

Staff also verified through preliminary discussions with the proposed consulting team that the Boca T-Rex DRI must be amended through a Notice of Proposed Change (NOPC) in order to

change the development configuration to 60,000 square feet of office space and 10,000 square feet of retail space. Additionally, the expiration date of the DRI of November 2008 could also be extended at least two years through the NOPC process. An amendment of the NOPC to the DRI would take approximately four months while a revision to the City's zoning regulations to allow less restrictive signage for the retail space would take approximately six months. The NOPC and all governmental fees are estimated at a not-to-exceed amount of \$60,000.

At the January 26, 2007 Property Committee Meeting, the Committee moved to defer the motion to recommend the Phase II Project Implementation Schedule for 30 days. (However, the Property Committee did not convene for the period of February thru April 2007.)

On May 11, 2007, the Property Committee directed staff to provide an updated implementation timeline for the NOPC process for consideration at the next Property Committee Meeting.

## **Engineering & Construction Executive Summaries April 2007**

### **Segment 5 Construction, April 2007**

To date, all **43.4 miles** of double tracking are in service under the Segment 5 Project (Work Area 1 = 3.8 miles, Work Area 2 = 5.8 miles, Work Area 3 = 5.1 miles, Work Area 4 = 4.5 miles, Work Area 5 = 5.4 miles, Work Areas 6 & 7 = 5.9 miles, Work Area 8 & 9 = 7.8 miles, Work Areas 10 & 11 = 4.0 miles, and Work Area 12 = 1.1 miles).

The rehab of the C-11 Canal Bridge was completed in February 2007 and upgrading of the existing siding track to mainline track was completed in March 2007 under Change Order #44 to the New River Bridge Contract. *All work has been completed, all issues resolved and Final Acceptance was granted on April 26, 2007.*

### **New River Bridge Construction, April 2007**

Substantial Completion for the New River Bridge was achieved on November 27, 2006. All associated trackwork for the bridge is being performed by Herzog Construction under Change Order #44 of the New River Bridge Contract.

*On April 13, 2007, Tri-Rail and Amtrak began rail service over the New River Bridge on both ML 1 and ML 2 tracks. Dispatching for the carve out section of ML 1 and ML 2 tracks over the New River Bridge is being provided by Amtrak under a Contract to SFRTA.*

## Segment 5 Project Status Executive Summary for April 2007

### **CONSTRUCTION**

**All Segment 5 Double Track areas are now in service** – Total Number: 12 Work Areas (7 in Palm Beach County, 4 in Broward County and 1 in Miami-Dade County). To date, Final Completion has been issued for the track/civil/ROW for Work Areas 1 – 12. Final Completion was also issued for Sound Barrier Walls 1 – 7; Mangonia Park, West Palm Beach, Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Ft. Lauderdale, Sheridan Street, Hollywood and Metrorail Stations; and the following bridges: WPB Stub Culvert, WPB C-51, Boynton Beach C-16, E-4N, Lateral L-30, Lake Ida Outlet, C-15, E-4S, NFNR C-12, C-10 Spur and C-10.

- **Work Area 1 (3.8 Miles)** double tracking complete and in service.
- **Work Area 2 (5.8 Miles)** double tracking complete and in service.
- **Work Area 3 (5.1 Miles)** double tracking complete and in service.
- **Work Area 4 (4.5 Miles)** double tracking complete and in service.
- **Work Area 5 (5.4 Miles)** double tracking complete and in service.
- **Work Areas 6 & 7 (5.9 Miles)** double tracking complete and in service.
- **Work Areas 8 & 9 (7.8 Miles)** double tracking complete and in service.
- **Work Areas 10 & 11 (4.0 Miles)** double tracking complete and in service.
- **Work Area 12 (1.1 Miles)** double tracking complete and in service.

**Bridges** - Total number: 24 bridges at 12 water crossings (11 new, 13 replacement and/or rehabilitation).

- All 11 New bridges are complete including punchlist items.
- Demo & Replace bridges: four are complete - WPB Stub culvert (ML1), Lake Ida Outlet (ML1), C-10 (ML2), and E-4N (ML2); one is deleted from project scope - Dania Cut-Off C-11 (ML2).
- 8 Rehabilitated bridges are complete: WPB C-51 (ML2), Boynton Bch C-16 (ML1), Lateral L-30 (ML2), C-15 (ML2), E-4S (ML1), NFNR C-12 (ML1), C-10 Spur (ML2) and Dania Cut-Off C-11 (ML1)
- The last bridge to be rehabilitated was the Dania Cut-Off C-11 (ML2). This work was completed under the New River Bridge Contract in February 2007.

### **Earthwork**

- Earthwork is complete in Work Areas 1 – 12 and all punchlist items completed.

**Grade Crossings** - 70 total grade crossings (39 required trackwork & full closure work, 31 required full closure work only).

Work has been performed at 69 crossings (All 39 trackwork and full closure crossings are complete; 30 of 31 upgrade crossings have the civil work and signal work complete including punchlist items. *NW 36<sup>th</sup> Street crossing still needs exit gate arms installed but will not be installed under Segment 5 Contract due to modifications needed due to a signal bridge installed after Hurricane Wilma. This work is scheduled to be completed by CSXT in May 2007.*

### **I-95 Sound Barrier Walls (1-7)**

- Sound Walls 1-7 in Palm Beach County have been completed and turned over to FDOT for maintenance.

### **Signals**

Work Areas 1 – 12 signal tape load testing and commissioning is complete. Signal work at 30 of the 31 upgrade crossings for the installation of exit and pedestrian gates has been completed.

### **Stations, Layover Facility, and Operations Center**

- Construction complete including punchlist items: Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Fort Lauderdale, Sheridan Street, Hollywood, Mangonia Park, West Palm Beach and Metrorail Stations.
- All outstanding issues completed at the West Palm Beach Operations and Layover Facilities and both facilities are in use by SFRTA Operations Staff.

### **Trackwork**

- Trackwork is completed in Work Areas 1 – 12. All punch list items are completed.

### **Passenger Information System (PIS)**

All 18 stations within the SFRC have the PIS fully operational. All punchlist items have been verified as of March 30, 2006. Simultaneous/independent messaging installation was completed in May 2006. ***The source code and documentation was turned over in April 2007.***

***FINAL ACCEPTANCE AND FINAL PAYMENT WAS ISSUED TO THE D/B CONTRACTOR APRIL 26, 2007***

## **New River Bridge Project Executive Summary for April 2007**

### **CONSTRUCTION PROGRESS: Bridge is substantially completed**

All forty drilled shafts with corresponding CSL tests, pier caps, and thirty-eight columns and two end bents have been completed.

Main span steel erection was completed in November 2006.

All decks have been completed and waterproofed. North and south approach slabs are complete. Waterproofing membrane and protective asphaltic boards were placed across the main span (span 15) and are complete, inspected and accepted.

At the northern end of the Project, the precast curb panels on the east side of the T-Wall and the precast barrier walls on the west side of the T-Wall are 100% complete. Installation of Wall "A" is 100% complete. The berms, drainage, sodding and seeding work for the entire Project is 100% complete.

***Trackwork: Track work on the NRB has been accepted for service and all testing and commissioning of the signal system and dispatch communication systems have been accepted. On April 13, 2007, Tri-Rail and Amtrak began service over the NRB.***

### **PERMITS: All SFRTA/Tri-Rail permits acquired**

All environmental permits have been obtained (this includes the United States Coast Guard (USCG) Bridge Permit).

### **CONTRACT ADMINISTRATION: 44 Change Orders executed to date**

Change Notices and Change Orders - To date SFRTA/Tri-Rail has originated and issued 46 Change Notices and executed 44 Change Orders.

Claims - To date, WGI has issued no claims and 17 Requests for Change (RFC). SFRTA/Tri-Rail has agreed to RFCs No. 1, 2, 7, 9 and 17; negotiated a settlement on RFC 10 denied RFCs No. 3, 4, 5, 11, and is reviewing RFCs 6, 12, 13, 14 and 15. WGI has cancelled RFC No. 8. RFC 16 for Additional CSXT Requirements is still being reviewed.

### **PROJECT CONTROLS: Schedule Update 33NR**

Schedule Control – Schedule Update 33NR (data date of January 31, 2007) with a November 27, 2006 actual Substantial Completion date was submitted last period and is still under review.

SFRTA/FDOT has negotiated a time extension of 111 days pertaining to the Bascule Bridge delays (CO#43), however the cost negotiations are currently on-going.

WGI Cost Control - WGI's Payment Application No. 36 was recommended for payment approval to SFRTA/Tri-Rail by the PMC on December 1, 2006. This application was based on earned values and comprised costs for Work progressed on the Project during November 2006. Herzog's Payment Application #1 for trackwork for the period ending January 1, 2007 in the amount of \$197,319.02 was submitted in January and paid last period. Payment Application #2 for the period ending January 31, 2007 in the amount of \$558,060.46 was submitted and paid this period. Payment Application #3 for the period ending 2/28/07 has been submitted in the amount of \$1,292,721.12 and was paid this period. *Payment Application #4 for the period ending March 31, 2007 was submitted on April 17, 2007 in the amount of \$564,717.36.* As of **April 30, 2007**, WGI has expended **\$62,926,885.25 (98.36%)** of the contract price (\$63,978,126.14). The current contract substantial completion date is November 27, 2006, which yields 1,239 days of the Contract duration.

WGI's Payment Application No. 37 was recommended for payment approval to SFRTA/Tri-Rail by the PMC on December 15, 2006. This application was the release of \$1,781,812.17 of retention.

The PMC has expended **\$5,635,206.00 (94.04%)** of the PMC budget (\$5,992,075.06) and **1549 days (96.09%)** of the 1612 days Contract duration through April 30, 2007.



AGENDA REPORT  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING  
May 25, 2007

APRIL RIDERSHIP

Total monthly ridership for April has increased 6.5 % when compared to April of last year. Weekday ridership has risen at the rate of 7.0% for April, while the average weekday ridership in April 2007 was 11,241 per day versus 11,027 per day for 2006. Total weekend ridership has increased by 3.3% when compared to last year. Total Fiscal Year ridership is up by 33.3%.

Revenue is shown in Chart 3. Chart 2 shows ridership month-to-month and Chart 1 combines revenue and ridership month-to-month.

<u>Riders</u>	Actual April 2007	Actual April 2006	April '07 vs. '06 %	FY 07 Rider ship To Date	FY 06 Rider ship To Date	FYTD '07 vs. '06 %
M-F	236,052	220,545	7.0%	2,406,371	1,799,479	33.7%
Saturday	19,300	20,986	-8.0%	212,403	163,016	30.3%
Sunday	19,697	16,780	17.4%	177,995	128,256	38.8%
Holidays	0	0	0.0%	24,499	25,604	-4.3%
	275,049	258,311	6.5%	2,821,268	2,116,355	33.3%

Note: Ridership figures are based on daily reports from Herzog.

**Chart 1 - SFRTA Riders and Revenue Trends**

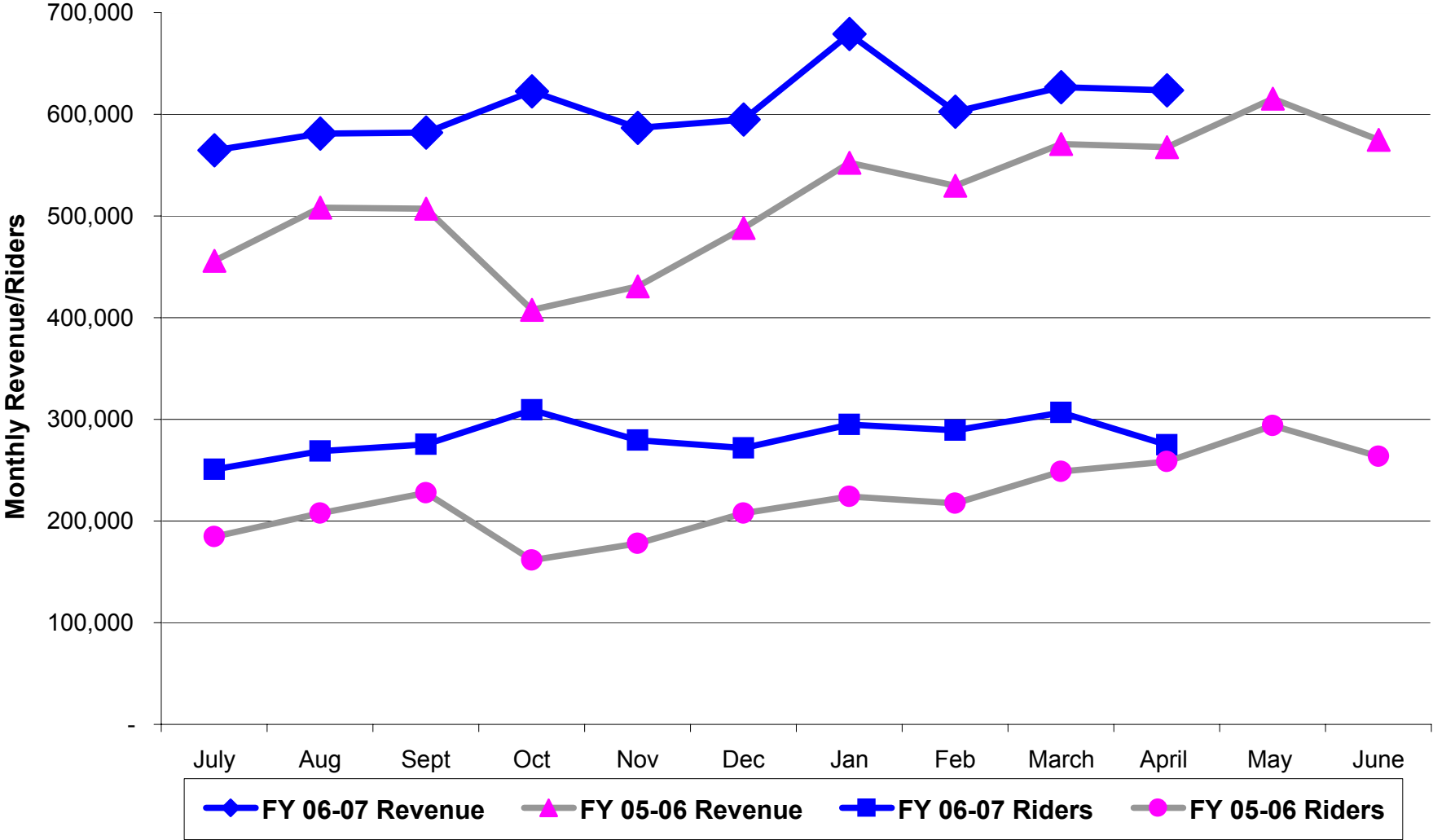


Chart 2 - SFRTA Riders

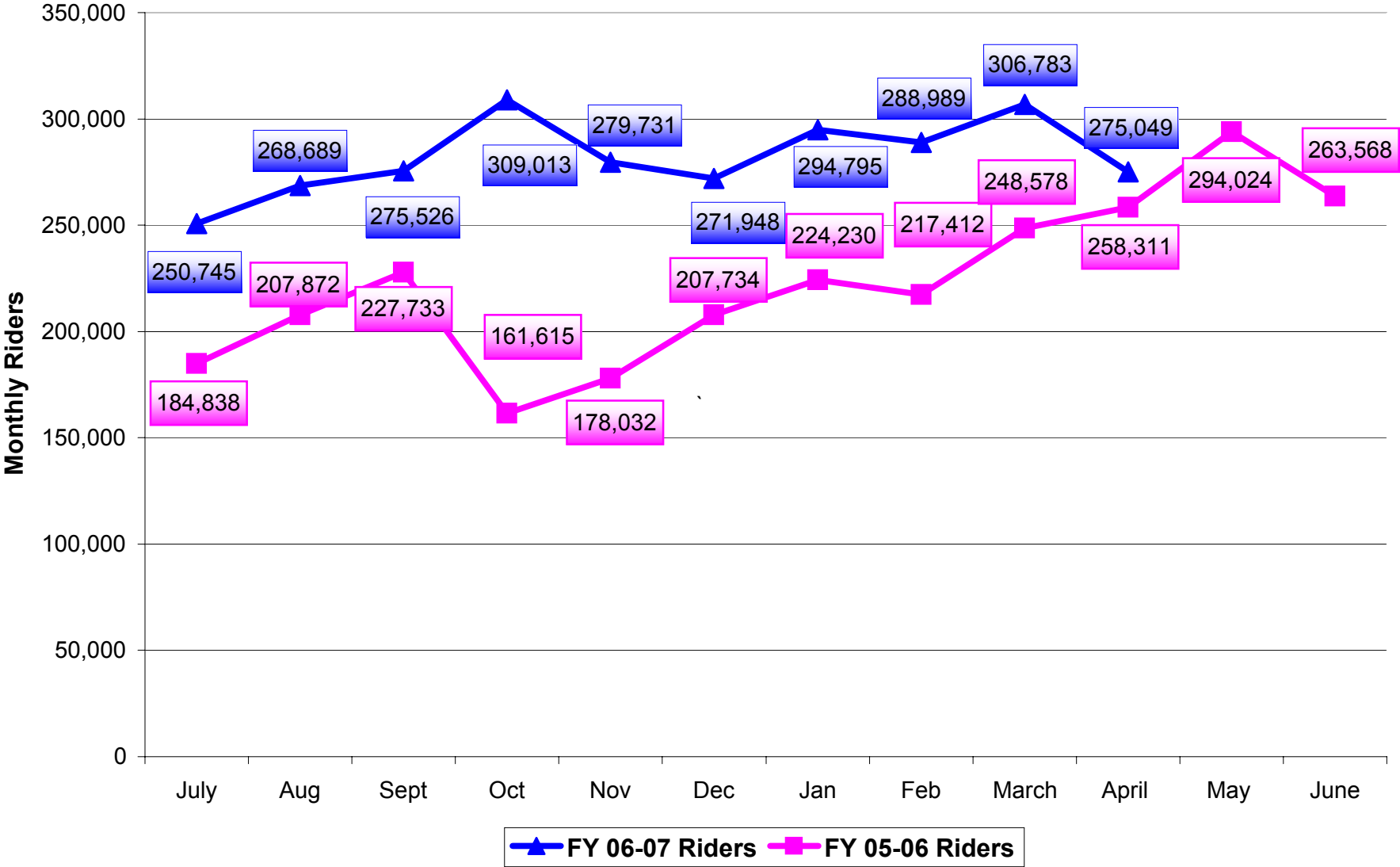
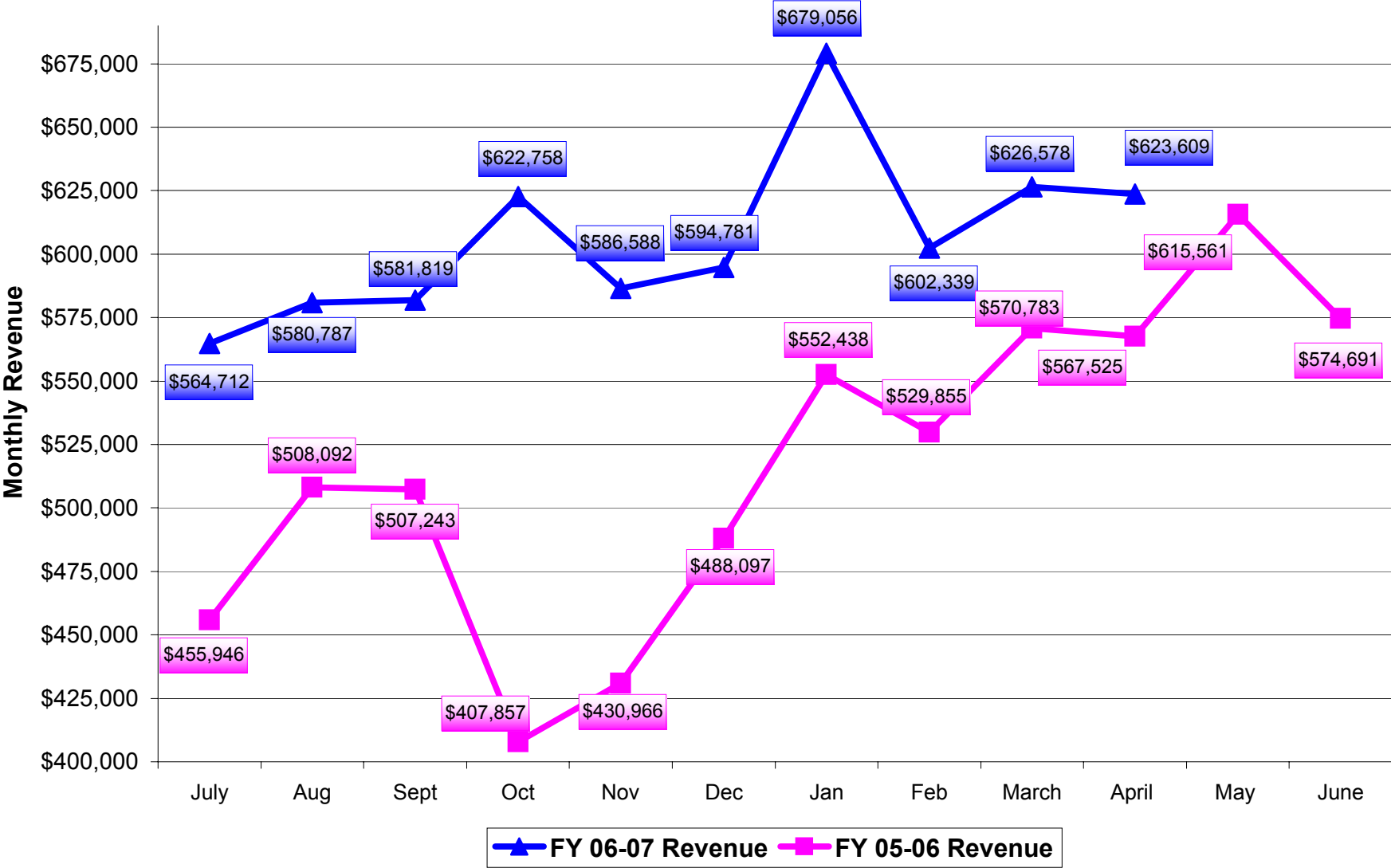


Chart 3 - SFRTA Revenue





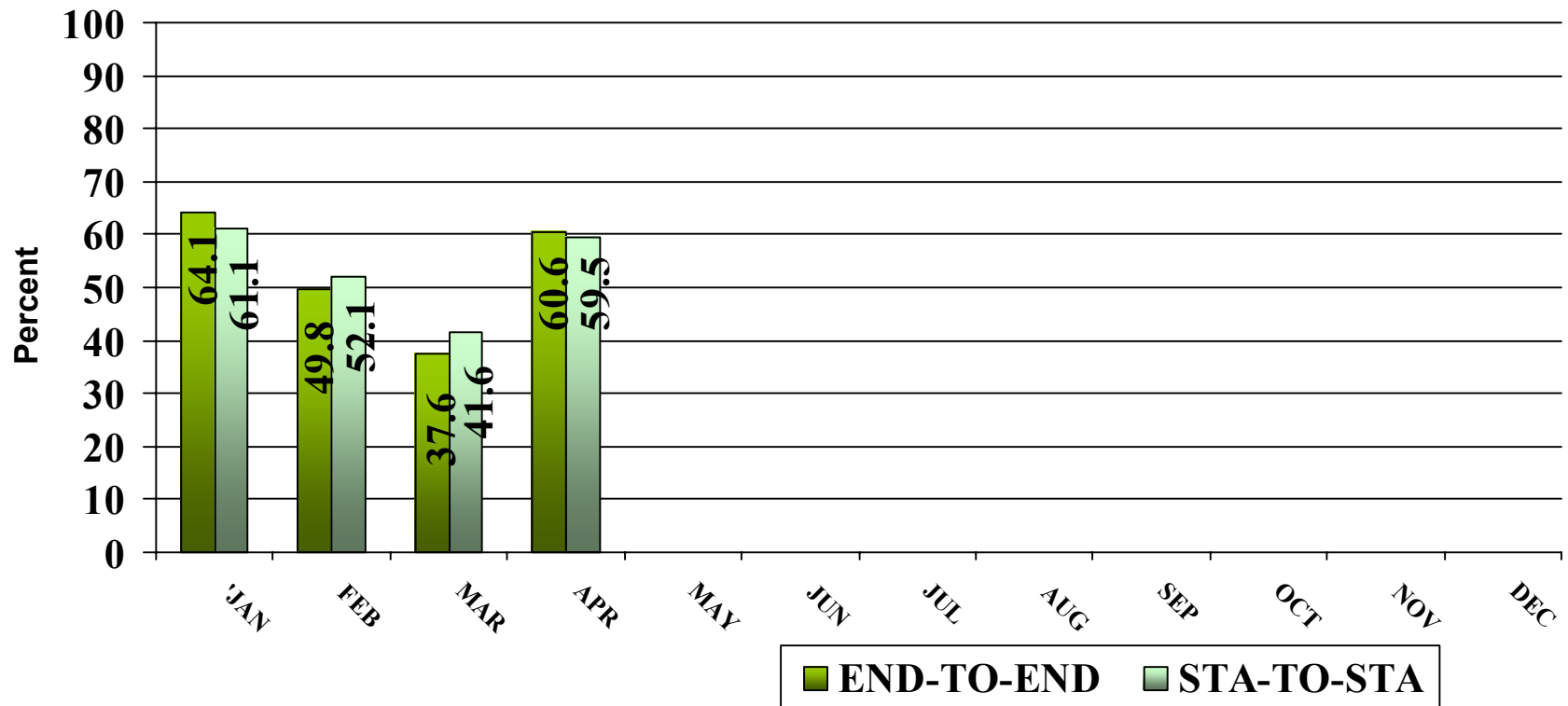
## APRIL 2007 ON TIME PERFORMANCE

### Causal Analysis Summary

<b>OTP End To End</b>			<b>60.6%</b>
<b>OTP Station To Station</b>			<b>59.5%</b>
	<b>NUMBER OF INCIDENTS</b>	<b>NUMBER OF LATE TRAINS</b>	<b>PERCENT OF TOTAL TRAINS</b>
<b>DELAY CAUSES</b>			
PD/FD Activity	1	11	1.1%
<u>SUB-TOTAL</u>	1	11	1.1%
<u>CSX AGREEMENT</u>			
CSX FRIEIGHT	2	10	1.0%
LOCAL SWITCHER	10	19	2.0%
JAX DISPATCHER	5	6	0.6%
MOW	23	104	10.7%
<u>SUB-TOTAL</u>	40	139	14.3%
<u>OUTSIDE CSX</u>			
COMMUNICATIONS	2	10	1.0%
SIGNALS-COMP.	8	13	1.3%
CSX OPERATIONS	0	0	0.0%
<u>SUB-TOTAL</u>	10	23	2.4%
HTSI MECHANICAL	8	12	1.2%
HTSI TRANSPORTATION	0	0	0.0%
AMTRAK	6	8	0.8%
FEC DELAY	8	9	0.9%
NEW RIVER BRIDGE	16	110	11.3%
WEATHER	0	0	0.0%
ROW FOUL	3	13	1.3%
SFRTA TRANSPORTATION	18	46	4.7%
STATION CONSTRUCTION	0	0	0.0%
OTHER	4	4	0.4%
3rd Party	5	9	0.9%
DMU Mechanical	5	0	0.0%
<u>SUB-TOTAL</u>	73	211	21.7%
TRAINS DELAYED		384	39.4%
TRAINS ON TIME		590	60.6%
TOTAL		974	100.0%

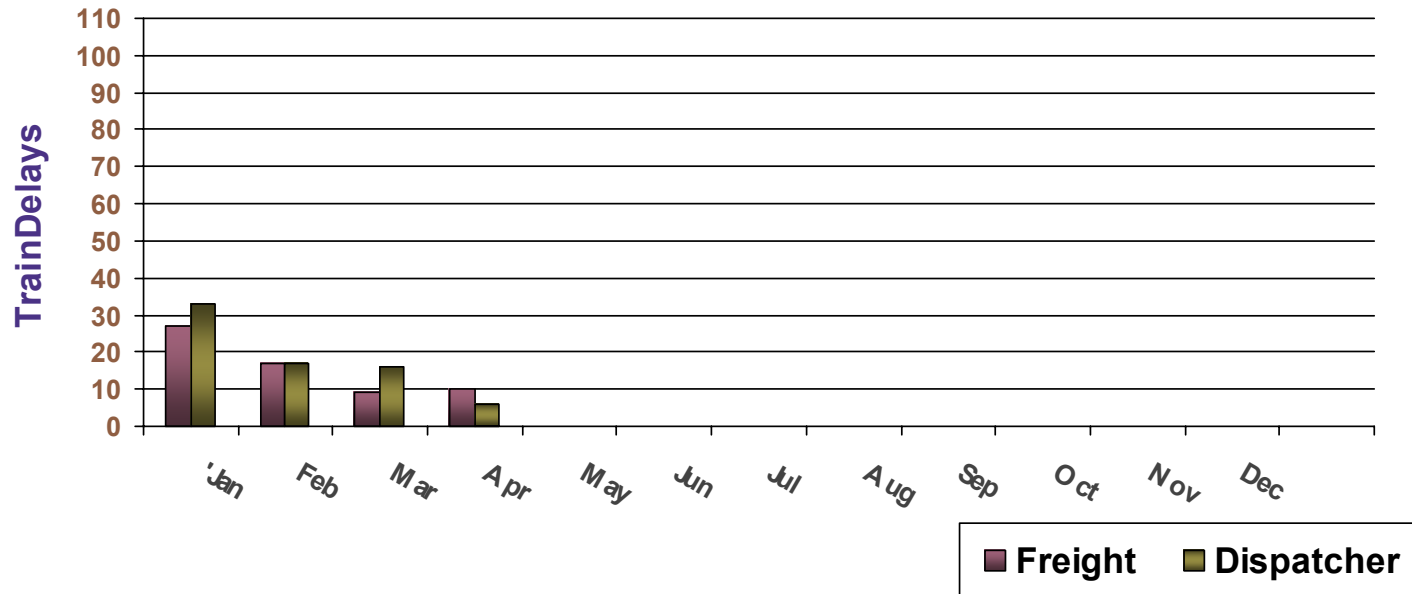


## On-Time Performance Calendar Year 2007

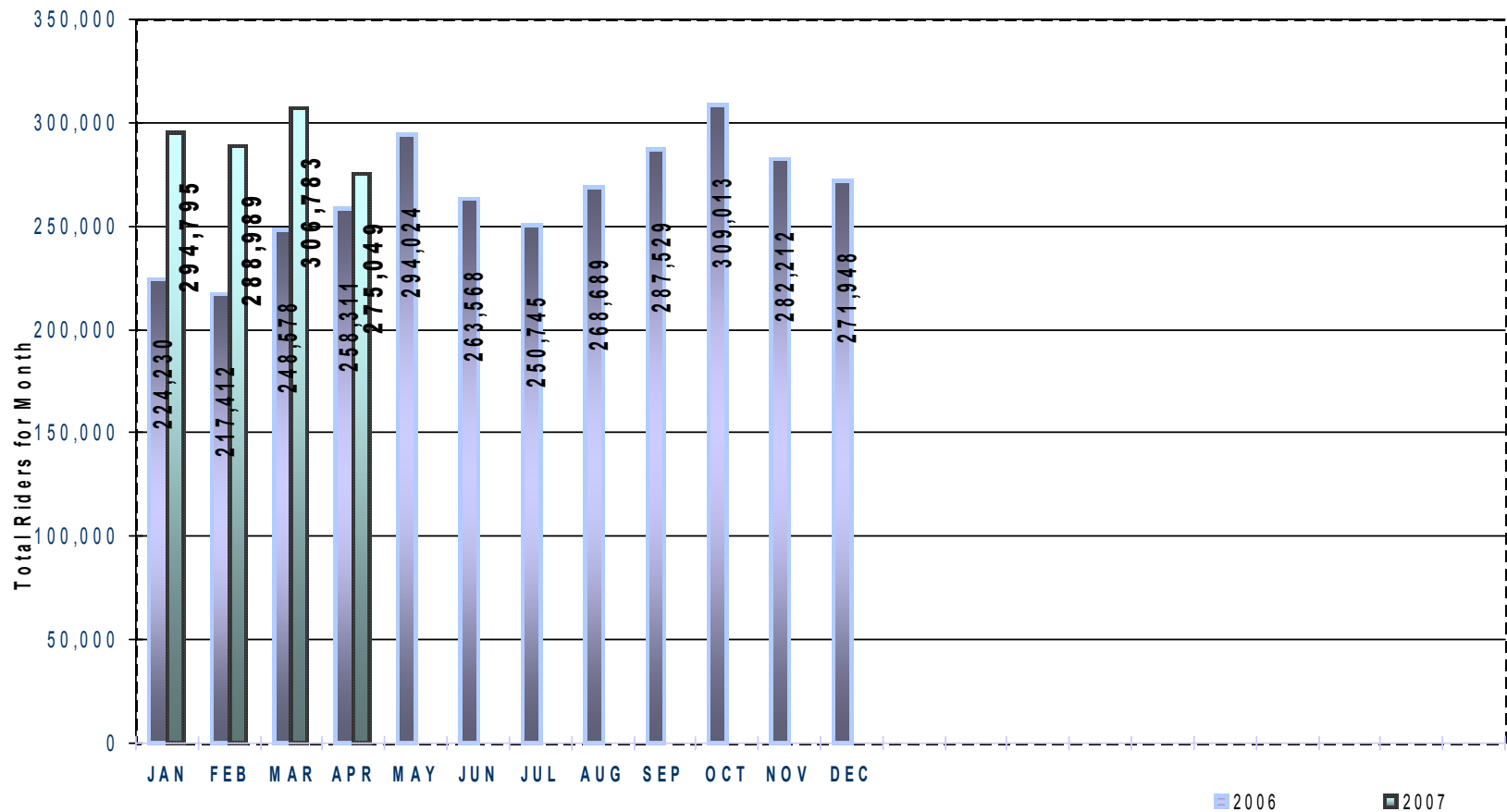




## CSXT JAX Dispatcher & Freight Delays 2007



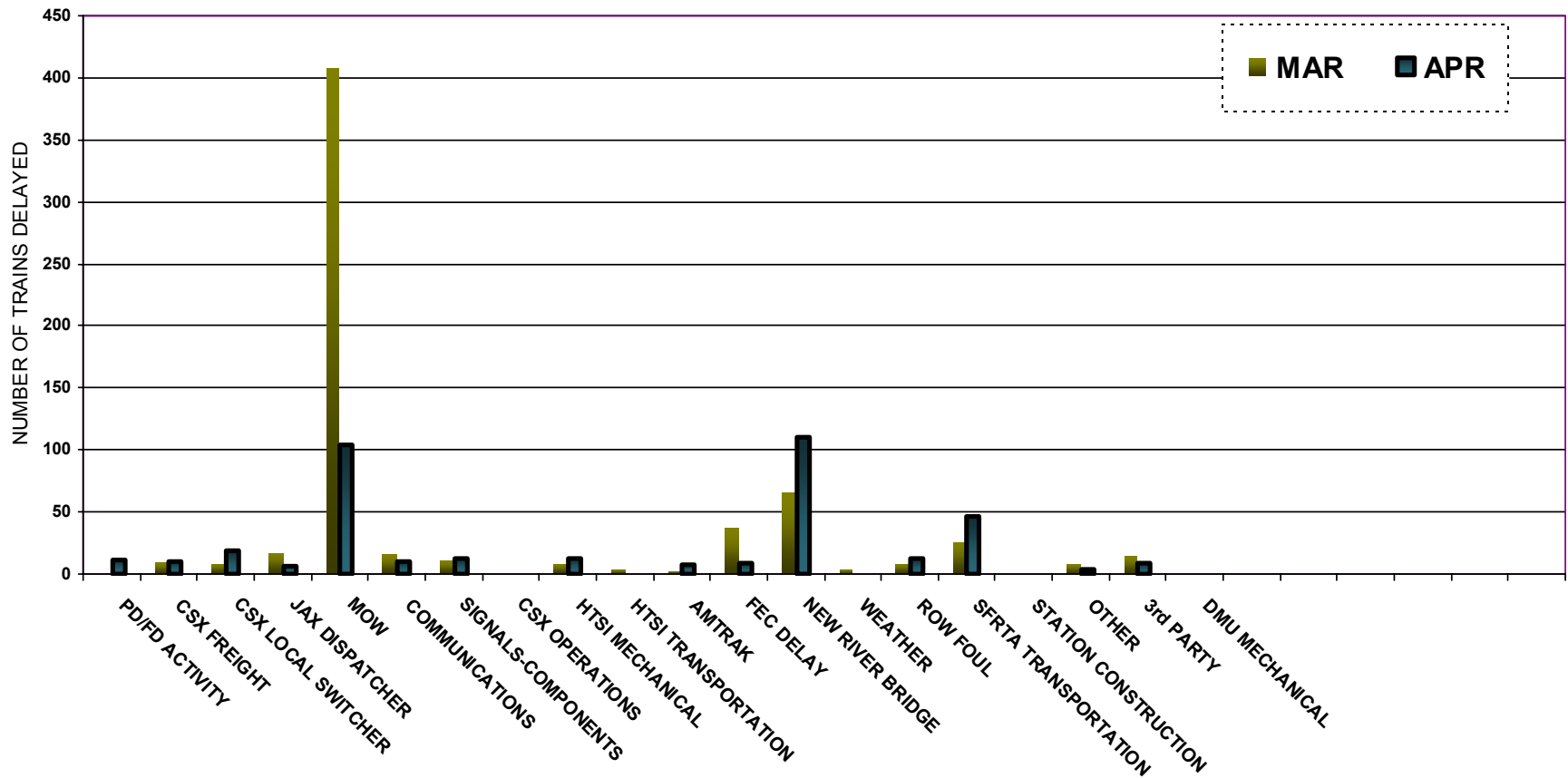
# SFRTA-Tri-Rail Monthly Ridership 2007





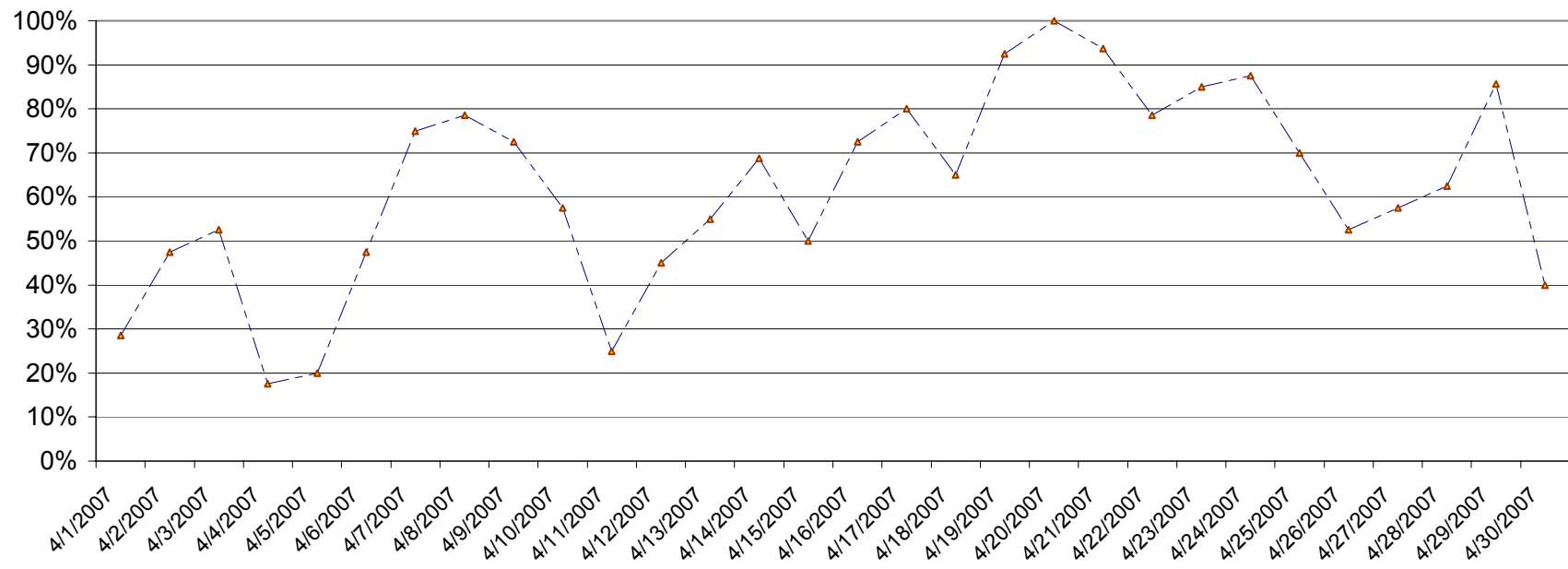


## TRAIN DELAYS 2007





## ON TIME PERFORMANCE END TO END - 2007



## **AGENDA ITEM D**

### **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY MARKETING DEPARTMENT MONTHLY SUMMARY FOR APRIL 2007 GOVERNING BOARD MEETING May 25, 2007**

#### **EMPLOYER DISCOUNT PROGRAM**

- The Employer Discount Program (EDP) added 31 new employers and 130 new employees during the month of April.
- The total number of EDP tickets recorded as sold in April was 2169 and the total revenue generated was \$100,260.

The following companies joined the Employer Discount Program (EDP) in April:

<b>Employer</b>	<b>City</b>	<b>Enroll Date</b>
Prestige British Auto Service	Ft. Lauderdale	4-04-07
Murray Products	Mangonia Park	4-06-07
Custom Metal Solutions	Miami	4-06-07
Parthenon Salon Studios	Boca Raton	4-06-07
Tire Hut, Inc.	Ft. Lauderdale	4-06-07
Wax Custom Communications	Miami	4-09-07
Milano Fashion	Miami	4-09-07
Arising Courier Service	Ft. Lauderdale	4-09-07
Airlogic	Boca Raton	4-09-07
Verizon Wireless	Miami	4-09-07
Tropical Depression & Shutters	Pompano Beach	4-16-07
Shorewood Holding Corporation	West Palm Beach	4-18-07
Easton Power Marine	Ft. Lauderdale	4-23-07
Hercia Carpet Installation, Inc.	West Palm Beach	4-23-07
VA Medical Center	Miami	4-23-07
Duty Free Americas, Inc.	Hollywood	4-23-07
Sleepsolvers	Boca Raton	4-23-07
Miami Quality Graphics, Inc.	Miami	4-24-07
Beverly L. Vesel & Associates, PA	Ft. Lauderdale	4-24-07
Ruggedcom, Inc.	Hollywood	4-24-07
FL Dept. of Health Children's Medical Services	Ft. Lauderdale	4-24-07
General Crane, USA	Pompano Beach	4-24-07
US Info Comm, Inc.	Deerfield Beach	4-24-07
Munoz Photography	West Palm Beach	4-24-07
Window and Door Factory, LLC	Delray Beach	4-24-07
Jose R. Gomez CPA, PA	Miami	4-24-07
Eventus Group Technology Resources	Miami Lakes	4-30-07
Storm Depot	West Palm Beach	4-30-07

The Home Depot	Pompano Beach	4-30-07
Research to Practice	Miami	4-30-07
MEA Group, Inc.	West Palm Beach	4-30-07

### **EDP SALES MISSIONS**

#### **April:**

Green Mountain Corporation	Ft. Lauderdale
Ice Air Conditioning, Inc.	Mangonia Park
Excel Fleet Services	West Palm Beach
Bamboo Abbott Florida Corporation	Pompano Beach
Prestige British Auto Service	Ft. Lauderdale
Tropical Depression & Shutters	Pompano Beach
Carbonell Development	Miami
DCOTA Design Center of the Americas	Dania Beach
Federal Express Corporation	Ft. Lauderdale
A on A Produce & Provisions	Pompano Beach
City of Miami	Miami
MDS Communications	Davie
Duty Free Americas, Inc.	Hollywood
Window and Door Factory, LLC	Delray Beach
ABC Carpet & Home	Delray Beach
Choice Point	Boca Raton
Verizon Wireless	Miami
Rigal Beverage Company	Miami
General Crane	Pompano Beach
Tenet Healthcare	Boca Raton
Hercla Carpet	West Palm Beach
Research to Practice	Miami
World Thrift	Lake Worth
Miami Science Museum	Miami
Arising Courier	Ft. Lauderdale

### **PROPOSED NEW SCHEDULE**

In April, the communications effort to apprise the public about the anticipated schedule change was finalized. It is multi-faceted and includes press releases, media promotions, a print and electronic advertising campaign, newspaper inserts, website contest, and a collaboration with Dunkin' Donuts. Marketing is in the process of producing all new collaterals to support the schedule change. Foremost among these is a redesigned, enhanced pocket schedule that contains all pertinent information in English, Spanish and Creole.

## **RAIL~VOLUTION**

Marketing staff continued to support the Rail~Volution effort by formalizing plans for the opening reception and mobile workshops and by beginning to raise funds to cover the local expenses for which the SFRTA and MDT are responsible.

## **SENIOR IDOL**

As part of the SFRTA outreach to the senior market, we are sponsoring Holy Cross Hospital's "Senior Idol Competition." SFRTA Marketing Director Bonnie Arnold was one of a panel of three who judged more than 100 contestants age 65 and over. Twelve finalists were chosen and they will compete for the title of Senior Idol on May 22 at the Parker Playhouse. The Agency has already received substantial exposure in the print and electronic media and considerably more is anticipated.

## **TRAIN SAFETY AWARENESS WEEK**

Marketing staff members coordinated staffing, supported the printing of collateral materials, served as volunteers and assisted in the planning and execution of activities that reached millions of South Floridians.

## **CARGO CITY/MIAMI AIRPORT**

Marketing staff members met with representatives of Miami-Dade Transit, Miami-Dade Aviation and Cargo City employers to discuss bus service in this area.

## **WORKFORCE/AARP JOB FAIR**

Marketing staff members met with Workforce/AARP representatives; provided promotional materials concerning Senior Idol and participated in marketing activities related to AARP's Senior Job Fair. The Fair is part of AARP/Workforce's program designed specifically for job seekers over age 55. Over 300 participants attended. Marketing staff informed and educated job-seekers about Tri-Rail service and the potential increase in job opportunities when commuting to work by train.

## **SEACO**

Marketing staff members supported SEACO's environmental outreach efforts through placement of a newsletter article and the promotion of Clean Air Month's planning activities.

## **MEET & GREET**

Marketing representatives coordinated and staffed a Meet & Greet outreach event at the Fort Lauderdale/Hollywood International Airport Station in Dania Beach.

## **ONGOING COMMUNITY OUTREACH EVENTS**

### **OPERATION LIFE SAVER**

Marketing staff provided four Operation Life Saver presentations to Lanier-James students.

### **SENIOR OUTREACH**

Marketing staff scheduled future outings and participated in AARP/Workforce's Senior Job Fair.

### **PALM BEACH OUTREACH**

Marketing staff met with South Florida Commuter Services, Palm Tran and VPSI to discuss transit outreach efforts in Palm Beach County.

### **BOCA RATON CHAMBER**

Marketing staff attended the Latin Business Professional's luncheon event.

### **POMPANO BEACH CHAMBER**

Marketing staff attended April's meeting

### **STUDENT OUTREACH**

Marketing staff provided transportation option information to students at FAU during Student Orientation.



## **EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT**

**April 2007**

### **Budgeted Income Statement**

#### **Revenue:**

For April 2007 year-to-date (YTD) actual revenue is up \$291,031 or 5 % when compared to the FY 2006/07 YTD budgeted revenue. Actual revenue is also up \$1,335,991 or 26% when compared to the FY 2005/06 YTD actual revenue. This can be attributed to an increase in service as well as ridership. SFRTA is still within budget as actual expenses for the year was \$1,871,046 below budget. (see Expenses below).

#### **Expenses:**

Currently, expenses are \$1,871,046 or 5% below budget. All expenses are well within budget. As of July 1, 2006, the price of fuel was budgeted at \$2.10 per gallon. Currently as of April 1, 2007, the average price of fuel per gallon is \$2.31. Staff will continue to monitor the price of fuel.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BUDGETED INCOME STATEMENT**  
**4/01/07 TO 4/30/07**

<b>REVENUE</b>	<b>APRIL 2007 ACTUAL REVENUE</b>	<b>YTD ACTUAL REVENUE</b>	<b>YTD BUDGETED REVENUE</b>	<b>OVER (UNDER) BUDGET</b>	<b>2006-07 ANNUAL BUDGET</b>	<b>BUDGET AVAILABLE</b>
Train Revenue	\$623,609	\$6,062,786	\$5,868,534	\$194,252	\$6,699,974	\$637,188
Interest Income / Other Income	28,134	346,779	250,000	96,779	300,000	(46,779)
Advertising Revenue/Other Revenue	-	-	-	-	-	-
<b>TOTAL TRAIN REVENUE</b>	<b>\$651,743</b>	<b>\$6,409,565</b>	<b>\$6,118,534</b>	<b>\$291,031</b>	<b>\$6,999,974</b>	<b>\$590,409</b>
<b>OPERATING ASSISTANCE</b>						
FDOT Operating JPA	868,823	9,868,555	10,299,881	(431,326)	13,863,000	3,994,445
FDOT Feeder Service JPA	130,470	1,426,593	2,148,312	(721,719)	2,662,774	1,236,181
FDOT-DMU Assistance	-	-	274,999	(274,999)	1,100,000	1,100,000
FDOT-Marketing Grant	-	-	-	-	-	-
FHWA	-	3,874,246	3,967,559	(93,313)	4,000,000	125,754
FTA Assistance	417,818	5,657,046	6,308,466	(651,420)	7,976,418	2,319,372
Counties Contribution	1,501,861	9,473,278	9,473,277	-	12,477,000	3,003,722
Broward Co. Feeder Service	61,293	554,424	543,726	10,698	606,294	51,870
Other Local Funding	-	100,000	100,000	-	100,000	-
<b>TOTAL ASSISTANCE</b>	<b>\$2,980,265</b>	<b>\$30,954,142</b>	<b>\$33,116,219</b>	<b>(\$2,162,077)</b>	<b>\$42,785,486</b>	<b>\$11,831,344</b>
<b>TOTAL REVENUE</b>	<b>\$3,632,009</b>	<b>\$37,363,707</b>	<b>\$39,234,753</b>	<b>(\$1,871,046)</b>	<b>\$49,785,460</b>	<b>\$12,421,753</b>
<b>EXPENSES</b>						
Train Operations	2,233,266	21,508,456	22,093,472	585,016	29,014,061	7,505,605
Personnel Services	609,565	6,827,892	7,033,099	205,207	8,522,750	1,694,858
Train Fuel Contract	413,424	3,603,023	3,746,102	143,078	4,603,828	1,000,805
Feeder Service	269,566	2,754,806	3,024,063	269,257	3,694,876	940,070
General & Administrative Expenses	58,983	1,596,654	1,844,251	247,597	2,157,425	560,771
Marketing Expenses	30,121	711,455	856,683	145,228	1,028,020	316,565
Professional Fees	72,083	774,976	920,417	145,441	1,104,500	329,524
Reserve	-	-	416,666	416,666	500,000	500,000
Expenses Transferred to Capital	(55,000)	(413,556)	(700,000)	(286,444)	(840,000)	(426,444)
<b>TOTAL EXPENSES</b>	<b>\$3,632,009</b>	<b>\$37,363,707</b>	<b>\$39,234,753</b>	<b>\$1,871,046</b>	<b>\$49,785,460</b>	<b>\$12,421,753</b>





## **FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY**

### **INVOICES OVER \$2,500**

During April 2007, the SFRTA's Accounts Payable division processed 298 invoices totaling \$11,866,430.81 and disbursed 186 checks, excluding payroll, totaling \$13,131,006.81.

Invoices over \$2,500 represent 36.0% (67 checks) of all invoices processed in the month of April, and represent 98.0% of the value (\$12,858,654.20) of all checks processed in April 2007.

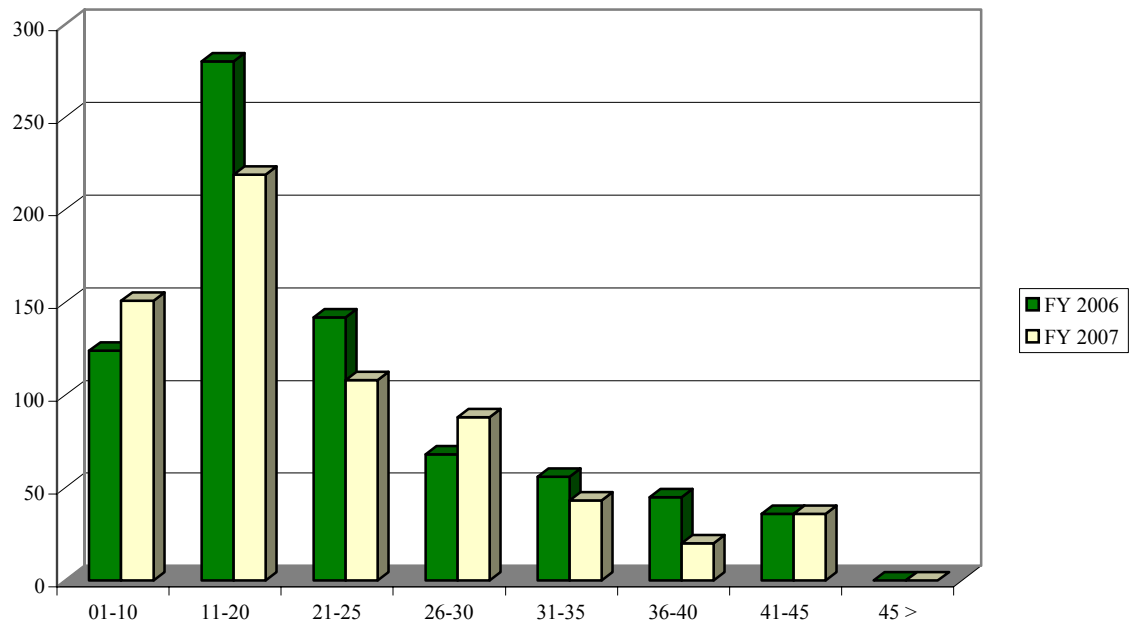
Accounts Payable processed 77.6% (52 checks) of the checks over \$2,500 within the 21-25 days, with 88.0% (59 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PAYMENT CYCLE REPORT - APRIL 2007**  
**FOR INVOICES \$2,500 AND OVER**

AGENDA ITEM NO. F

MONTHLY AVERAGE JULY 2006 TO JUNE 2007		MONTHLY AVERAGE JULY 2005 TO JUNE 2006	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	22.7%	0 -10 Days	16.5%
11-20 Days	32.9%	11-20 Days	37.3%
21-25 Days	16.2%	21-25 Days	18.9%
26-30 Days	13.2%	26-30 Days	9.1%
31-35 Days	6.5%	31-35 Days	7.5%
36-40 Days	3.0%	36-40 Days	6.0%
41-45 Days	5.4%	41-45 Days	4.8%
Over 45 Days	0.0%	Over 45 Days	0.0%

**AVERAGES FOR 2006 and 2007**



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: MAY 25, 2007**  
**INFORMATION ITEM: PAYMENTS OVER \$2,500**  
**APRIL 1 THRU APRIL 30, 2007**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
<b>OPERATING EXPENSES</b>							
2/2/2007	2/2/2007	2/14/2007	2/14/2007	12	SUNTRUST BANKCARD N A	Corporate Credit Cards - 01/2007	4,922.46
4/3/2007	4/3/2007	4/4/2007	4/4/2007	1	FLORIDA DIVISION OF RETIREMENT	SFRTA Retirement -04/07	69,255.92
3/30/2007	3/30/2007	4/4/2007	4/4/2007	5	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	67,459.23
3/29/2007	3/29/2007	4/4/2007	4/4/2007	6	DEPT OF FINANCIAL SVCS	SFRTA Deferred Compensation	7,244.11
3/23/2007	4/2/2007	4/4/2007	4/4/2007	12	UNUM LIFE INSURANCE	Long Term Disability -04/2007	4,506.21
4/3/2007	4/3/2007	4/4/2007	4/11/2007	8	FLORIDA POWER & LIGHT	Station Utilities -04/07	5,708.95
3/23/2007	4/2/2007	4/4/2007	4/11/2007	19	DOWNTOWN FT LAUDERDALE	TMA Feeder Svcs -02/01-28/2007	2,574.00
3/23/2007	3/30/2007	4/4/2007	4/11/2007	19	NATIONAL RAILROAD PASSENGER	Dispatch Svcs -01/26/2007	397,378.50
3/21/2007	4/2/2007	4/4/2007	4/11/2007	21	LIMOUSINES OF SOUTH FLORIDA	Broward Feeder Svcs -03/01-15/2005	80,467.50
3/19/2007	3/26/2007	4/4/2007	4/11/2007	23	HERZOG TRANSIT SERVICE	Base Compensation -03/01-15/07	604,218.45
3/1/2007	4/2/2007	4/4/2007	4/11/2007	41	HERZOG TRANSIT SERVICE	Base Compensation -02-01-02/15/07	646,886.00
4/10/2007	4/10/2007	4/11/2007	4/13/2007	3	FLORIDA POWER & LIGHT	Station Utilities -04/07	3,633.75
4/3/2007	4/5/2007	4/11/2007	4/13/2007	10	BITNER GOODMAN	Mrkt/PR Svcs -03/15/2007	21,212.99
4/3/2007	4/5/2007	4/11/2007	4/13/2007	10	WACKENHUT CORPORATION	Wackenhut W/E -03/19-25/2007	132,722.51
3/28/2007	4/3/2007	4/6/2007	4/13/2007	16	MERIDIAN MANAGEMENT CORPORATION	Station Maint -02/20/2007	4,325.67
3/26/2007	4/10/2007	4/11/2007	4/13/2007	18	ACORDIA WPB DIVISION	Worker Comp Ins -04/01/2007	3,902.75
3/21/2007	4/10/2007	4/11/2007	4/13/2007	23	COMTO	COMTO Sponsorship -FY07	11,500.00
3/12/2007	4/10/2007	4/11/2007	4/13/2007	32	ACS	TVM Comp Support -03/01-31/2007	13,060.00
3/1/2007	3/12/2007	4/11/2007	4/13/2007	43	HERZOG TRANSIT SERVICE	Base Compensation - 02-16-28/07	646,886.00
4/19/2007	4/19/2007	4/20/2007	4/20/2007	1	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	61,496.96
4/19/2007	4/19/2007	4/20/2007	4/20/2007	1	DEPT OF FINANCIAL SVCS	SFRTA Deferred Compensation	7,244.11
4/19/2007	4/19/2007	4/20/2007	4/20/2007	1	STATE OF FLORIDA GROUP	Health Insurance -04/2007	63,437.20
4/7/2007	3/8/2007	4/25/2007	4/25/2007	18	BANK OF AMERICA	Corporate Purchasing Cards - 03/2007	8,366.13
4/6/2007	4/24/2007	4/25/2007	4/25/2007	19	BANK OF AMERICA	Corporate Purchasing Cards - 04/2007	11,164.16
4/26/2007	4/26/2007	4/26/2007	5/1/2007	4	PROLOGIS TRUST	Admin Off Rent	50,497.91
4/27/2007	4/27/2007	4/27/2007	5/1/2007	4	BANK OF AMERICA	Corporate Purchasing Cards - 04/2007	4,500.00
4/25/2007	4/25/2007	4/25/2007	5/1/2007	6	FLORIDA POWER & LIGHT	Station Utilities -04/07	14,983.88
4/9/2007	4/9/2007	4/25/2007	5/1/2007	11	BELLSOUTH	Regional Summary -04/2007	25,106.77
4/20/2007	4/24/2007	4/25/2007	5/1/2007	11	BITNER GOODMAN	Mrkt /PR Svcs -03/01-31/2007	2,535.00
4/19/2007	4/23/2007	4/25/2007	5/1/2007	12	LIMOUSINES OF SOUTH FLORIDA	Brwd Feeder Svcs -04/1-15/2007	102,825.00
4/18/2007	4/23/2007	4/25/2007	5/1/2007	13	MERIDIAN MANAGEMENT CORPORATION	Station Maint -04/16/2007	98,056.05

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: MAY 25, 2007**  
**INFORMATION ITEM: PAYMENTS OVER \$2,500**  
**APRIL 1 THRU APRIL 30, 2007**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
<b>OPERATING EXPENSES con't</b>							
4/17/2007	4/18/2007	4/18/2007	5/1/2007	14	FLORIDA POWER & LIGHT	Station Utilities -04/07	6,392.68
4/17/2007	4/23/2007	4/25/2007	5/1/2007	14	HERZOG TRANSIT SERVICE	Base Compensation Svcs -04/01-15/2007	646,886.00
4/13/2007	4/13/2007	4/18/2007	5/1/2007	18	CENTER PORT BUSINESS	Sign Lease -03/01/2007 -02/28/2007	3,377.03
4/13/2007	4/23/2007	4/25/2007	5/1/2007	18	WACKENHUT CORPORATION	Wackenhut WE -04/02-08/2007	67,510.99
4/12/2007	4/13/2007	4/18/2007	5/1/2007	19	BITNER GOODMAN	Mrkt/Pr Svcs -03/29/2007	7,687.19
4/12/2007	4/13/2007	4/18/2007	5/1/2007	19	RESPECT OF FLORIDA	Admin Janitor Svcs 03/01-31/2007	3,531.90
4/12/2007	4/23/2007	4/25/2007	5/1/2007	19	T&M LAWN SERVICE	Station Maint -03/26/2007 -04/04/2007	17,562.50
4/4/2007	4/17/2007	4/20/2007	5/1/2007	22	ATTN:LARRY PENSO SFEC	SFEC Feeder Svc -03/01-31/2007	8,219.86
4/9/2007	4/17/2007	4/20/2007	5/1/2007	22	WACKENHUT CORPORATION	Wackenhut WE -04/01/2007	82,855.85
4/9/2007	4/20/2007	4/25/2007	5/1/2007	22	C2 GROUP LLC	Fed/Leg Consult Svcs -04/01/2007	10,000.00
4/6/2007	4/10/2007	4/18/2007	5/1/2007	25	CSX TRANSPORTATION	Bridge Tender -02/09/2007 -03/05/2007	12,162.65
4/5/2007	4/9/2007	4/18/2007	5/1/2007	26	ERICK'S CONSULTANTS	Leg Consult Svcs -03/01-31/2007 04/01-30/2007	25,000.00
4/5/2007	4/17/2007	4/20/2007	5/1/2007	26	LIMOUSINES OF SOUTH FLORIDA	Brwd Feeder Svcs -03/16-31/07	81,592.50
4/5/2007	4/17/2007	4/20/2007	5/1/2007	29	PALMTRAN	PB Feeder Svcs -03/01-31/2007	55,555.56
4/2/2007	4/17/2007	4/20/2007	5/1/2007	29	HERZOG TRANSIT SERVICE	Base Compensation - 03/16-31/2007	646,886.00
				<b>44</b>	<b>TOTAL OPERATING EXPENDITURES</b>		<b>4,853,298.88</b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: MAY 25, 2007**  
**INFORMATION ITEM: PAYMENTS OVER \$2,500**  
**APRIL 1 THRU APRIL 30, 2007**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
<b>CAPITAL EXPENDITURES</b>							
3/26/2007	4/2/2007	4/4/2007	4/11/2007	16	PARSONS BRINCKERHOFF	Leg Agenda Consult Svcs -10/06/2006 -03/16/2007	13,493.34
3/26/2007	4/2/2007	4/6/2007	4/11/2007	16	PARSONS BRINCKERHOFF	PB Trans Consult Svcs -02/17/2007 -03/16/2007	34,129.90
3/22/2007	3/30/2007	4/4/2007	4/11/2007	20	PARSONS BRINCKERHOFF	Disp Software Consult Svcs -10/28/2006 -02/16/2007	27,634.04
3/19/2007	3/27/2007	4/4/2007	4/11/2007	23	CORRADINO GROUP	Transit Svc Consult Svcs -02/28/2007	6,207.76
3/19/2007	3/26/2007	4/4/2007	4/11/2007	23	HERZOG TRANSIT SERVICE	Yard Improvement -3/01-15/2007	42,667.55
3/15/2007	4/2/2007	4/4/2007	4/11/2007	27	PLAYMORE RECREATIONAL	Ops Supp -03/07	3,753.00
3/14/2007	3/29/2007	4/4/2007	4/11/2007	28	KIMLEY HORN AND ASSOCIATES	Leg Agenda Consult Svcs -01/01-31/07	11,000.94
3/9/2007	3/12/2007	4/11/2007	4/11/2007	33	DMJM HARRIS	Seg 5 Consult Svcs -02/12/2007	80,588.66
3/9/2007	4/2/2007	4/4/2007	4/11/2007	33	CONTRACT CONNECTION	BR Station Maint -02/16/2007	13,559.50
3/16/2007	4/6/2007	4/12/2007	4/16/2007	31	PARSONS TRANSPORTATION	UAFC Consult Svcs - Retainage	33,220.05
3/16/2007	4/6/2007	4/12/2007	4/16/2007	31	PARSONS TRANSPORTATION	Consult Svcs - Retainage	8,687.94
4/23/2007	4/23/2007	4/25/2007	5/1/2007	8	COPÁN'S ROAD ASSOCIATES	DMJM Off Rent -04/01-30/2007	8,634.14
4/20/2007	4/20/2007	4/25/2007	5/1/2007	11	TRI COUNTY RAIL CONSTRUCTORS	Segment 5 Settlement	5,530,617.00
4/18/2007	4/20/2007	4/20/2007	5/1/2007	13	BERGMANN ASSOCIATES INC.	UAFC CONSULT SVCS -06/24-12/01/06	8,696.55
4/18/2007	4/19/2007	4/25/2007	5/1/2007	13	CSX TRANSPORTATION	NRB Flagging Svcs -02/01/2007 -04/05/2007	232,645.61
4/18/2007	4/24/2007	4/25/2007	5/1/2007	13	MITIGATING CIRCUMSTANCES	Const Holland Park -04/16/2007	27,069.05
4/16/2007	4/18/2007	4/20/2007	5/1/2007	15	CSX TRANSPORTATION	NRB Flagging Svcs -02/21/2006 -02/09/2007	209,443.65
4/11/2007	4/13/2007	4/18/2007	5/1/2007	20	CSX TRANSPORTATION	NRB Flagging Svcs -05/26/2006 -03/05/2007	378,365.74
4/11/2007	4/23/2007	4/25/2007	5/1/2007	20	HDR ENGINEERING INC.	O&M RFP Consult Svcs -10/29/2006 -03/03/2007	11,753.46
4/9/2007	4/16/2007	4/20/2007	5/1/2007	22	ROADWAY WORKERS TRAINING	Consult Svcs NRB -04/04/2007	7,580.00
4/6/2007	4/23/2007	4/18/2007	5/1/2007	25	KIMLEY HORN AND ASSOCIATES	LEP Consult Svcs -01/01/2007 -02/28/2007	13,314.16
4/5/2007	4/9/2007	4/25/2007	5/1/2007	26	HERZOG CONTRACTING CORPORATION	NRB Trackwork -02/28/2007	1,292,183.58
3/19/2007	4/11/2007	4/18/2007	5/1/2007	43	TREASURE COAST COUNCIL	WPB RFP CONSULT SVCS -10/1-12/31/2006	10,109.70
				<b>23</b>	<b>TOTAL CAPITAL EXPENDITURES</b>		<b>8,005,355.32</b>
				<b>67</b>	<b>TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES</b>		<b>12,858,654.20</b>
<b>Item Total</b>							

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: MAY 25, 2007**  
**INFORMATION ITEM:**  
**SUMMARY OF PAYMENTS OVER \$2,500**  
**APRIL 1, 2007 TO APRIL 30, 2007**

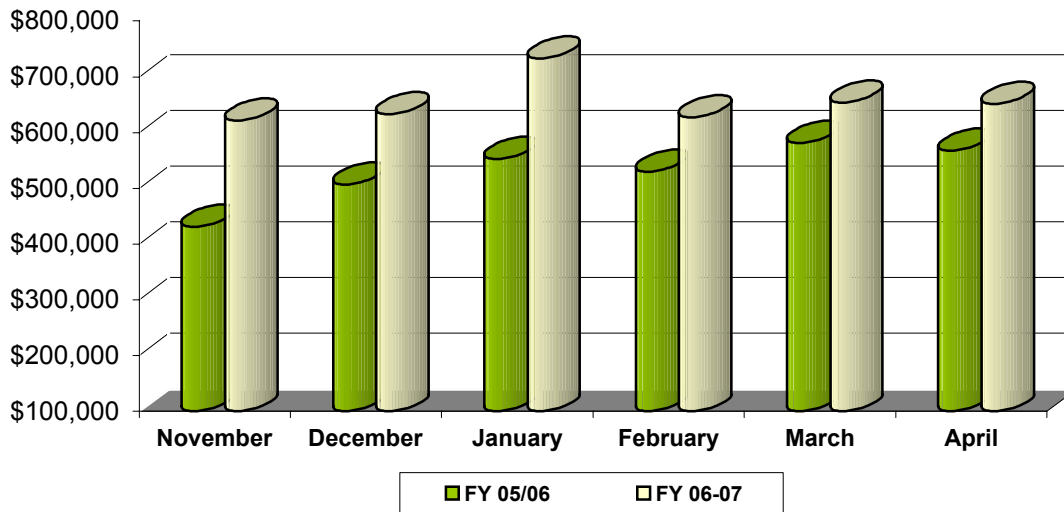
<b>INVOICE CYCLE</b>	<b>NO. CHECKS</b>	<b>PERCENT OF TOTAL</b>	<b>ACCUM %</b>
<b>0-10 days</b>	<b>14</b>	<b>20.9%</b>	<b>20.9%</b>
<b>11-20 days</b>	<b>29</b>	<b>43.3%</b>	<b>64.2%</b>
<b>21-25 days</b>	<b>9</b>	<b>13.4%</b>	<b>77.6%</b>
<b>26-30 days</b>	<b>7</b>	<b>10.4%</b>	<b>88.1%</b>
<b>31-35 days</b>	<b>5</b>	<b>7.5%</b>	<b>95.5%</b>
<b>36-40 days</b>	<b>0</b>	<b>0.0%</b>	<b>95.5%</b>
<b>41-45 days</b>	<b>3</b>	<b>4.5%</b>	<b>100.0%</b>
<b>Over 45 days</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>
<b>TOTAL CHECKS</b>	<b>67</b>	<b>100.0%</b>	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
REVENUE REPORT- APRIL 2007**

**REVENUE - APRIL 2007**

DESCRIPTION	Apr-06	Apr-07	VARIANCE	%
Weekday Sales	448,146	534,158	86,012	19.2%
Weekend Sales	93,338	89,451	(3,887)	-4.2%
Other Income	26,041	28,134	2,093	8.0%
Total Revenue	567,525	651,743	84,217	14.8%

**Revenue Monthly Trends  
FY 05/06 and FY 06/07**



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
REVENUE REPORT- APRIL 2007**

SALES BY TICKET TYPE	APRIL 2006		APRIL 2007		PERCENT CHANGE <sup>(1)</sup>
<b>Palm Beach Schools</b>	40,080		40,080		0%
<b>Employer Disc. Program</b>	72,453		100,260		38%
<b>Group Tour Sales</b>	643		-		-100%
<b>Station Sales:</b>					
One-Way	174,187		203,508		16.8%
Roundtrip	105,907		115,992		9.5%
12 Trips	26,718		27,510		3.0%
Monthly	34,240		39,560		15.5%
One-Way Discount	38,438		44,091		14.7%
Roundtrip Discount	28,618		28,848		0.8%
Monthly Discount	20,200		23,760		17.6%
<b>Total Station Sales</b>	428,308		483,269		12.8%
<b>Total Sales</b>	541,484		623,609		15.2%

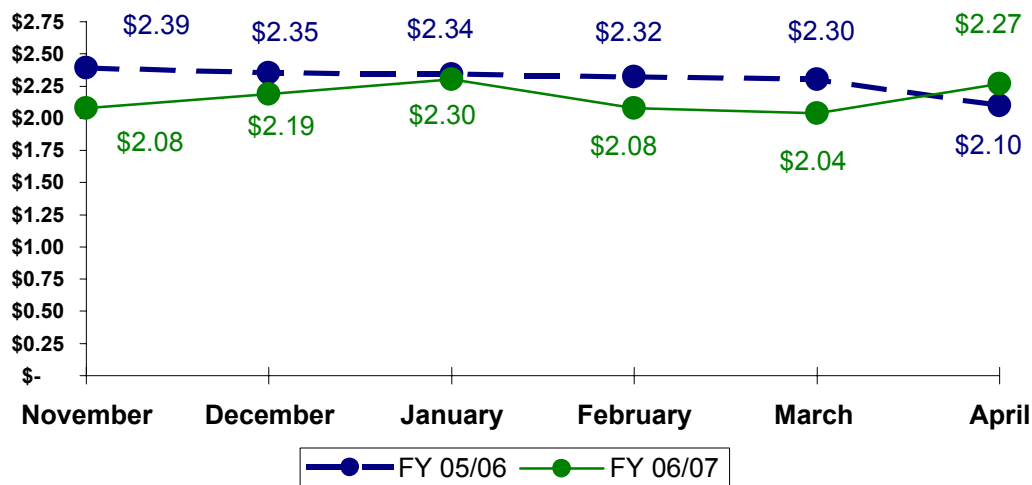
(1) Percent increase or decrease from previous year

**AVERAGE FARE**

2.10

2.27

**Average Fares  
FY 05/06 and FY 06/07**





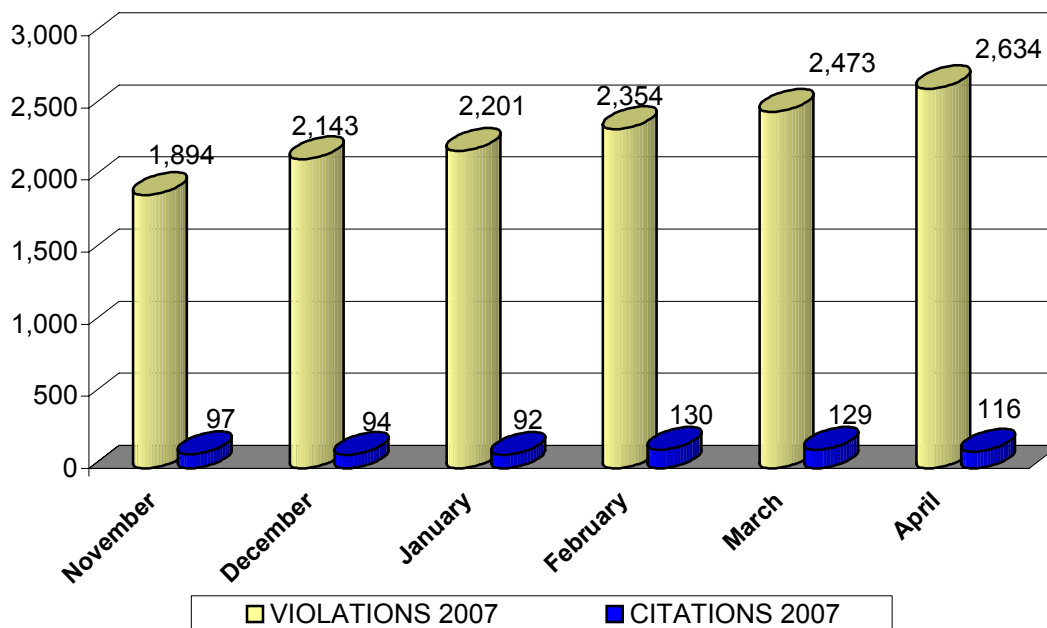
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
FARE EVASION REPORT  
NOVEMBER 2006 TO APRIL 2007**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
NOVEMBER 2006	219,411	1,894	97	1,794	78%
DECEMBER 2006	220,247	2,143	94	2,045	81%
JANUARY 2007	250,522	2,201	92	2,103	85%
FEBRUARY 2007	247,655	2,354	130	2,220	86%
MARCH 2007	316,244	2,473	129	2,335	103%
APRIL 2007	316,493	2,634	116	2,509	115%
AVERAGE	261,762	2,283	110	2,168	91%

**FARE EVASION %**                      **0.83%**

**FINES**    \$    **8,889**

**Fare Violations  
2007**





## Solicitation Status Report April 2007

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Estimated Budget	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
05-722	RFP	Universal Automated Fare Collection System (UAFCS)  Contract Admin.: B. Guida Proj. Mgr.: R. Matthews	TBD	31-Mar-06	25-Apr-06	25-Apr-06	TBD	TBD
07-723	RFP	Auditing Services  Contract Admin.: B. Kohlberg Proj. Mgr.: L. Thezine	TBD	06-May-07	07-May-07	16-May-07	30-May-07	22-Jun-07
06-114	RFP	Train Control System for Dispatching on the SFRC  Contract Admin.: R. Becker Proj. Mgr.: E. Barkman	TBD	09-Mar-07	15-Mar-07	27-Mar-07	30-May-07	22-Jun-07
07-516	RFP	General Counsel Legal Services  Contract Admin.: R. Becker Proj. Mgr.: J. Olsen	TBD	13-Apr-07	16-Apr-07	25-Apr-07	18-May-07	22-Jun-07



**Contract Actions Executed  
Under The Executive Director's Authority  
For The Month of April 2007**

**AGENDA ITEM NO: I**

<b>Date Signed</b>	<b>Contract /Purchase Order No.</b>	<b>Contract Action</b>	<b>Amount \$</b>	<b>Term</b>
<b>16-Apr-07</b> Contractor Project Justification	<b>P.O. No. 07-000377</b>  <b>GeoFocus LLC</b> <b>Train Schedule</b> Update SFRTA train schedule and append "Purchase Ticket" message in GeoFocus per GFL Proposal No. 022707.	Purchase Order	14,175.00	N/A
<b>20-Apr-07</b> Contractor Project Justification	<b>P.O. No. 07-000383</b>  <b>Cristiano Electric, Inc.</b> <b>Generator</b> Installation of customer supplied 500kw generator per quote. Price to include permits, installation, run and test without load and under load, crane service, and include all delivery coordination with generator vendor.	Purchase Order	22,410.00	N/A
<b>23-Apr-07</b> Contractor Project Justification	<b>P.O. No. 07-000384</b>  <b>National Litho LLC</b> <b>Pocket Schedules</b> 300,000 pocket schedules. Artwork supplied via computer ready files on disk with vendor supplying digital color proof. Product to be trimmed, folded, boxed and delivered locally.	Purchase Order	24,637.98	N/A
<b>24-Apr-07</b> Contractor Project Justification	<b>P.O. No. 07-000385</b>  <b>Midlantic Data Systems</b> <b>Pocket Schedules</b> 500,000 tri-fold rack card schedules. Computer ready files on disk. Digital color proof to be supplied by vendor. Product to be trimmed, folded, boxed and delivered locally.	Purchase Order	12,950.00	N/A

**Contract Actions Executed  
Under The  
Construction Oversight Committee's Authority  
For The Month of April 2007**

**AGENDA ITEM NO: J**

Date Signed	Contract No.	Contract Action	Amount \$	Term
<b>03-Apr-07</b> Contractor Project  Justification	<b>00-834</b>  <b>Tri-County Rail Constructors (TCRC) Segment 5</b>  For a lump sum amount for settlement of a pass-through claim by Keith & Schnars. This claim was expressly reserved in the Global Settlement covered by Change Order No. 137. There is no time extension required for this change. This Change Order is being funded entirely by FDOT from an existing Joint Participation Agreement (JPA).	Change Order No. 137.01	530,617.00	N/A

**PROPERTY COMMITTEE**

**PROJECT SCHEDULE**

<b>PROJECT/PROPERTY ISSUES</b>	<b>DATE OF DELEGATION BY BOD</b>	<b>ACTION TO BE TAKEN</b>	<b>DELEGATION TIME-FRAME</b>	<b>BOD MEETING UPDATE</b>
Boca Raton Station Phase II Joint Development	February 23, 07	Return to PC – Report to BOD in 90 days	May 24, 07	May 25, 007
Boca Raton Station Phase II Joint Development – Opus South Corporation Proposal	March 23, 07	Report to BOD in 180 days (6 months)	September 19, 07	
Cypress Creek Station Parking Proposal	March 23, 07	Report to PC – Report to BOD in 90 days	June 21, 07	June 22, 07
Deerfield Beach Station Joint Access Proposal by York Residential	February 23, 07	NO ACTION		
Delray Beach Redevelopment Plans	February 23, 07	NO ACTION		
Proposed Hallandale Beach Station	February 23, 07	Return to BOD with letter of support	March 23, 07	
Proposed Mangonia Park Lease and Easement Agreement	March 19, 07 Delegated by the Chair	Return to PC – Report to BOD in 60 days Ratified at BOD 3/23/07 meeting	May 18, 07	May 25, 07
Proposed Pompano Park Station	February 23, 07	Requested Proposal from Developer		
Sheridan Street Stationside Village	March 23, 07	NO ACTION		
Station Area Land Use, Zoning & Government-Owned Properties	March 23, 07	Deferred to PC		
Tri-Rail Station Parking and Circulation Study	March 23, 07	Deferred to PC		
West Palm Beach Bus Transfer Facility	March 23, 07	NO ACTION		
West Palm Beach Transit-Oriented Development	March 23, 07	NO ACTION		

Last Update: May 8, 2007